

## **JULY 12, 2005 AGENDA REPORTS**

### **Agenda Item No. 7**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0640

TO: Mayor and City Council Members

SUBJECT: Petition for a Sanitary Sewer to serve Maple Shade Addition (east of Webb, north of Pawnee) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: On April 26, 2005, the City Council approved a Petition for a sanitary sewer to serve Maple Shade Addition. The Petition, which was prepared by the developer's platting Engineer, contains a project budget that is too low. The developer has submitted a new Petition with an increased budget. The signature on the new Petition represents 100% of the improvement district.

Analysis: The project will serve a new residential development located east of Webb, north of Pawnee.

Financial Considerations: The existing Petition totals \$32,000. The new Petition totals \$80,000. The funding source is special assessments.

Legal Considerations: State Statutes provide that a petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition and adopt the Resolution.

### **Agenda Item No. 9a**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0641

TO: Mayor and City Council

SUBJECT: Procurement of Concession Supplies for Golf Courses (All Districts)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the contract for concession supply services with U.S. Foodservice.

Background: The Golf Course Division of the Park and Recreation Department provides concession services to patrons at the City's golf courses. Vendor contracts for provision of food, restaurant supplies, and delivery are scheduled for renewal.

Analysis: On May 3, 2005, the City Purchasing Division sent out a Request for Proposals (RFP) for food and restaurant supplies for City golf courses. U.S. Foodservice was the sole respondent to this RFP. This vendor has satisfactorily provided these services to the City golf courses since 2001.

Financial Considerations: U.S. Food Services has provided pricing and will provide free delivery for orders of \$350 or more.

Legal Considerations: There is an existing blanket purchase order contract on file with Purchasing that will be updated for review by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the contract for U.S. Foodservice to provide food and restaurant supply services for City golf courses and authorize the necessary signatures.

### **Agenda Item No. 9b**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0642

TO: Mayor and City Council

SUBJECT: Interagency Agreement

INITIATED BY: Wichita Transit

AGENDA: Consent Agenda

Recommendation: Approve the Interagency agreement between the Department of Social and Rehabilitation Services and Wichita Transit.

Background: The Access to Jobs program provides rides to and from work for low-income workers. Since the start of the program in October 2000, Access has provided over 500,000 rides. By entering into an interagency agreement with SRS, Wichita Transit can provide 13,300 more rides a year to low-income workers. This is an agreement renewal.

Analysis: Part of the Access to Jobs grant is to provide half the cost of the rides that agencies offer low-income clients when they are trying to enter or re-enter the work force. The other half of those expenses are borne by the agency.

Financial Considerations: The Access to Jobs rides will be purchased with grants from FTA (50%) and from Social and Rehabilitation Services (50%). The flash passes will be paid for by SRS. No city funds will be involved in the Access rides or the flash passes.

Legal Consideration: The City's Law Department has reviewed the contract prior to execution as to form.

Recommendations/Actions: It is recommended that the City Council approve the interagency agreement and authorize the necessary signatures.

#### INTERAGENCY AGREEMENT BETWEEN THE DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES AND WICHITA TRANSIT FOR ACCESS TO JOBS AND FLASH PASS TRANSPORTATION PROGRAMS

This Agreement is made and entered into this 1st day of July, 2004 by and between the Director of Wichita Transit, hereinafter referred to as "WT" and the Secretary of the Kansas Department of Social and Rehabilitation Services, hereinafter referred to as "SRS".

The agreement serves as the formal basis for assumption of the following performance requirements by Wichita Transit, using funds provided under the Welfare to Work provisions of Title IV, Part A of the Social Security Act, as amended.

It is mutually agreed by and between the Director of Wichita Transit and the Secretary of the Kansas Department of Social and Rehabilitation Services, that Wichita Transit will provide all services necessary to carry out the Performance Criteria outlined in this agreement, and accept payment as proscribed in this document.

In addition, WT will undertake the entire Access to Jobs program within the \$1,450,000 budget of their federal grant as outlined in the agreement.

During the administration of activities covered by this agreement, Wichita Transit agrees to comply with all applicable laws, regulations, and policies of the United States, the State of Kansas and the city of Wichita, including, but not limited to the following:

1. Equal Opportunity

- a. Title VI, Civil Rights Act of 1964
  - b. Title IV, Part A of the Social Security Act, as amended.
  - c. Executive Order 11245, as amended.
  - d. ADA of 1990
  - e. City of Wichita Executive Order No. 1.
  - f. City of Wichita Administrative Regulation No. 23.
- 2. Welfare to Work
  - a. Title IV, Part A of the Social Security Act, as amended.
- 3. Access to Jobs
  - a. TEA-21, Section 3037
- 4. Other
  - a. Federal Labor Standards.
  - b. Clean Air Act, as amended.
  - c. City of Wichita Administrative Regulations, as applicable.
  - d. Federal Transit Authority (FTA) Drug Free Workplace and Drug and Alcohol Testing Policy.

## 1) SCOPE OF WORK

### Performance Criteria

### Access -to- Jobs Program Description

Service is prepared to begin July 1, 2004 subject to the 50% match basis for a projected project span of 12 months. Should demand grow as is expected, the time span of this agreement could shorten. Future FTA funding is already earmarked for a continuation of Wichita's initial federal grant. Partnering agencies will reimburse the City for 50% of the cost of each ride provided.

The program concept is to provide transportation to clients of Social and Rehabilitation Services (SRS), through a coordinated effort of Wichita Transit, local agencies currently having transportation capacity, private transportation providers and cab companies. Service parameters will initially be within the City of Wichita and adjacent industrial improvement districts, 7 days a week 24 hours a day.

Components of this service plan include:

- 1. City staff to develop partnerships and direct, coordinate and schedule transportation.
- 2. Transit Center office space will be used as the central focal point for the "one stop shopping" concept.
- 3. Contract transportation providers will include human service agencies, cab companies, and private transportation providers.
- 4. As demand grows, WT retains the option to utilize paratransit vans and add van drivers to establish a core service.
- 5. Office equipment, computers, scheduling software programs and new vans as demand dictates can be purchased through the federal grant.

## I. Duties and Responsibilities

Wichita Transit will:

1. provide all administrative services necessary to implement the federal grant;
2. submit renewing federal grant applications in a timely manner to continue the program as need demonstrates;
3. schedule and coordinate all transportation, coordinating with local transportation providers or provide the service directly;
4. advise the case manager who the transportation provider will be i.e. taxi, Wichita Transit van, or other service provider;
5. accept transportation requests between 8 a.m. and 3 p.m. Monday through Friday, legal holidays excepted;
6. accept cancellations by 3 o'clock prior to the day of scheduled service;
7. require specified trip origins and destinations from authorizing agencies, including authorized alternative sites for day care of sick children;
8. transport the number of individuals authorized without specific identification;
9. transport all qualifying individuals including those with physical disabilities;
10. notify the referring agency when a scheduled client does not ride;
11. not be providing inter-shift emergency transportation
12. invoice the referring agency monthly for purchased rides in accordance with the cost analysis in this agreement;
13. invoice the referring agency for "no shows", in accordance with the rate(s) set forth in this agreement;
14. review the cost and service quarterly in the first year, and amend this agreement upon mutual agreement;
15. refer all client service coordination efforts to the appropriate case manager.

SRS will:

1. determine the eligibility of clientele based on 150% of current poverty level guidelines;
2. refer eligible clients to Wichita Transit for transportation services;
3. provide formal authorization for transportation of specified origins and destinations;
4. provide formal authorizations for specified individuals;
5. provide formal notice of cancellation in writing;
6. schedule service through Wichita Transit;
7. authorize individuals to participate in the program;
8. not request inter-shift emergency transportation for clients;
9. review invoices and notify Wichita Transit of discrepancies;
10. notify Wichita Transit of service deficiencies immediately.
11. timely pay to Wichita Transit the sums due on invoices submitted as described below.

It is mutually agreed by the contracting parties that all necessary services to carry out the performance criteria will be implemented.

#### Flash Pass Program Description

Wichita Transit will provide rider flash passes for use on their fixed route bus system. A flash pass is a laminated card, which when shown to a WT driver will allow unlimited access to WT services. A flash pass is valid for no more than a three-month period.

Wichita Transit will:

1. Provide numbered pass card blanks to SRS. WT will change the color of the numbered pass card blanks each quarter.
2. Transport the number of individuals authorized.
3. Provide SRS with a billing for passes issued each month by the 10th day of the following month.

SRS will:

1. Individualize each pass with the name and picture of the adult and the number of dependent children eligible to ride.
2. Maintain a pass issued log that will be given to WT no later than five days after the 1st and 16th of each month.
3. Provide an accounting of all pass blanks issued at the end of each quarter. All blanks not accounted for or returned to WT will be charged the full quarterly fare.

2) TERM OF AGREEMENT

This Agreement shall commence on July 1, 2004 and continue through June 30, 2006, with the option to renew by written mutual consent.

3) COMPENSATION and PAYMENT:

Method of Payment

Wichita Transit will prepare a monthly invoice with supporting detail and send to SRS by the 30th day of the following month. SRS will initiate a payment by check within 15 days upon verification of the invoice. Wichita Transit and SRS will agree to any adjustments to the invoice.

Access to Jobs Compensation Explanation:

SRS'S Cost per ride \$9 within the City of Wichita and Contiguous improvement districts.

Trips extending beyond the geographical boundaries established herein are covered at a \$9 per ride cost plus a zone fare, which will be established at a later date by Wichita Transit, and will be available to SRS before it is requested to authorize rides to and from that zone.

Transportation costs will be reviewed quarterly, subject to revision based on operating costs and historical demand of service. Any change in fee, whether increase or decrease, shall be submitted to SRS for approval in a written form 10 days prior to the fee change.

No-show charges

The cost of a no-show trip will be invoiced at one half the then current full cost of the trip (i.e. currently \$4.50).

Funding

Services will only be provided to the extent that a local match has been negotiated, up to the limit of available federal matching funds. The projected time period during which federal funds will be available for the federal grant is funds are exhausted; however should demand grow as is expected, the span of this federal grant could be shortened. Further FTA funding is already earmarked for a continuation of Wichita's initial federal grant.

#### Charges for Service

Transportation reimbursements on a per ride basis by SRS may not be more than the reimbursements made by other agencies or individual organizations for similar service.

#### Flash Pass Compensation Explanation:

A billing unit is \$216 per eligible rider per flash pass for a three month period or a portion of a three- month period prorated as follows:

- Period 1 - First month 1st through 15th, \$216.00
- Period 2 - First month 16th through last day of the month, \$180.00
- Period 3 - Second month 1st through 15th, \$144.00
- Period 4 - Second month 16th through last day of the month, \$108.00
- Period 5 - Third month 1st through 15th, \$72.00
- Period 6 - Third month 16th through the last day of the month, \$36.00

#### 4) TERMINATION

Either party may terminate this Agreement with 30 days written notice.

#### 5) MODIFICATIONS

This Agreement may only be modified by the mutual written agreement of the parties.

Any significant change in scope and intent of this agreement shall be considered and approved or disapproved by the City Council and SRS . A significant change is defined as a change in program intent, program beneficiaries, basic program guidelines, and any budget or funding change over \$10,000. Any change approved by the City Council and SRS shall have the full force and effect as all other provisions of the agreement as though originally fully set out herein. Approval of signatories of this agreement is not necessary for changes approved by the City Council and SRS. Changes or amendments to this agreement not submitted to the City Council for approval must be in writing and have the written approval of all signatories of this agreement

#### 6) HIPAA- Not Applicable

Form DA146a, State of Kansas Department of Administration, Contractual Provisions Attachment, is attached and becomes a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

KANSAS DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES

\_\_\_\_\_  
Gary Daniels  
Acting Secretary

\_\_\_\_\_  
Date

WICHITA TRANSIT

Jay Banasiak, Manager

\_\_\_\_\_  
Date

CITY COUNCIL - WICHITA, KS

\_\_\_\_\_  
Carlos Mayans  
Mayor

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Karen Sublett  
City Clerk

\_\_\_\_\_  
Gary Rebenstorf  
City of Wichita, Department of Law

\*\*PDF Exhibit A Contractual Provisions Attachment\*\*

**Agenda Item No. 9c**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0643

TO: Mayor and City Council

SUBJECT: West Maple Water Booster Pump Station Agreement (District V)

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the Agreement for a design/build project for the West Maple Water Booster Pump Station.

Background: The 1999 the Water Master Plan identified potential water pressure problems in portions of the west Wichita water distribution system and in growth areas in west Sedgwick County identified by the Metropolitan Area Planning Department (MAPD). Pressure complaints and accelerated growth in the west Wichita area have prompted a need to go forward with this project.



Analysis: On April 8, 2003, the City Council approved a Water Master Plan Update. In the process of updating the water distribution water model and analyzing the water distribution system, which includes the latest growth predictions by MAPD, the Water Master Plan recommended a new water distribution booster pump station facility. The facility will be located near the existing 24-inch water main in Maple between 135th Street West and 151st Street West.

On February 28, 2005, the Staff Screening and Selection Committee selected the design/build team of Dondlinger & Sons Construction Co., Inc. and Burns & McDonnell Consultant Engineers for the design and construction of the West Maple Water Booster Pump Station.

Financial Considerations: City Council approved land acquisition and engineer/contractor expenditures for \$650,000 in CIP W-910 (135th W. & Maple Inline Booster Station) on December 7, 2004. Funds will be provided from future revenue bonds and/or Water Utility cash reserves.

The Agreement will not exceed the guaranteed maximum price of \$429,700. All work will be performed on a cost-of-work-basis with a fee of ten percent (10%) on a guaranteed maximum basis, with savings below the guaranteed maximum price to be shared 50 percent the City and 50 percent by the contractor.

Legal Considerations: The Law Department has reviewed the Agreement and approved it as to form.

Recommendations/Actions: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

### **Agenda Item No. 9d**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0644

TO: Mayor and City Council

SUBJECT: Equus Beds Aquifer Storage and Recovery Project (Phase I) –  
Supplemental Agreement No. 6

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendations: Approve Supplemental Agreement No. 6 with Burns & McDonnell to conduct a test at a proposed well site.

Background: On January 8, 2002, the City Council approved a Contract with Burns & McDonnell Engineering Co. to provide engineering and design services for Phase I of the Equus Beds Aquifer Storage and Recovery Project for \$798,532.

November 5, 2002, the City Council approved Supplemental Agreement No. 1, for additional archeological services to evaluate the impact of the discovery of a prehistoric artifact.

March 25, 2003, City Council approved Supplemental Agreement No. 2 for the services necessary to run the computer model to evaluate the results of pilot work on alternate water treatment technologies.

April 1, 2003, City Council approved Supplemental Agreement No. 3 to allow drilling of additional test holes at the proposed sites for recharge basins.

May 25, 2004, City Council approved Supplemental Agreement No. 4 to drill two additional test wells at alternative sites for diversions wells that appeared to have better water quality.

August 31, 2004, City Council approved a Memorandum of Understanding with the Equus Beds Groundwater Management District (GMD) that led to the unanimous recommendation of the GMD for approval of the City's applications for water rights for Phase I of the ASR project.

March 8, 2005, City Council approved Supplemental Agreement No. 5 that included services to conduct a shallow aquifer test and other services associated with obtaining appropriations from the state.

Analysis: The proposed Supplemental Agreement includes additional engineering services necessary to conduct a full-scale aquifer test at the site of one of the proposed diversion wells adjacent to the Little Arkansas River. This test is necessary to prove that a well at this site will divert water from the river, rather than the aquifer, and meet the requirements established by the GMD and the state. Similar tests will be required at each proposed diversion well, but this first test can be done with a smaller well that can then be used to provide the water needed to drill the larger wells.

Doing a test well now, rather than after the full-scale wells have been drilled, will help assure that the City will be constructing facilities that meet its needs and comply with regulatory requirements. The Supplemental Agreement includes the cost of drilling the well (thereby reducing the cost of the construction phase by that amount) and the engineering services to observe construction of the well, conduct the appropriate pump tests and analyze the results.

Financial Considerations: The cost of Supplemental Agreement No. 6 will not exceed \$94,746. This includes \$49,750 for construction of the pumping well, observation wells and associated monitoring equipment. Funding for the project is included in CIP W-549, Water Supply Plan Phase III, which has available funding of over \$7.6 million.

Legal Considerations: The Law Department has reviewed and approved the Supplemental Agreement as to form.

Recommendation/Actions: It is recommended that the City Council approve Supplemental Agreement No. 6 with Burns & McDonnell and authorize the necessary signatures.

### **Agenda Item No. 9e**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0645

TO: Mayor and City Council

SUBJECT: Equus Beds Aquifer Storage and Recovery Project (Phase I) -  
Supplemental Agreement No. 7

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendations: Approve Supplemental Agreement No. 7 with Burns & McDonnell Engineering for improvements in the wellfield electrical system.

Background: On January 8, 2002, the City Council approved a Contract with Burns & McDonnell Engineering Co. to provide engineering and design services for Phase I of the Equus Beds Aquifer Storage and Recovery Project for \$798,532.

November 5, 2002, the City Council approved Supplemental Agreement No. 1, for additional archeological services to evaluate the impact of the discovery of a prehistoric artifact.

March 25, 2003, City Council approved Supplemental Agreement No. 2 for the services necessary to run the computer model to evaluate the results of pilot work on alternate water treatment technologies.

April 1, 2003, City Council approved Supplemental Agreement No. 3 to allow drilling of additional test holes at the proposed sites for recharge basins.

May 25, 2004, City Council approved Supplemental Agreement No. 4 to drill two additional test wells at alternative sites for diversions wells that appeared to have better water quality.

August 31, 2004, City Council approved a Memorandum of Understanding with the Equus Beds Groundwater Management District (GMD) that led to the unanimous recommendation of the GMD for approval of the City's applications for water rights for Phase I of the ASR project.

March 8, 2005, City Council approved Supplemental Agreement No. 5 that included services to conduct a shallow aquifer test and other services associated with obtaining appropriations from the state.

Analysis: As part of the Aquifer Storage and Recovery Project (ASR) project, Burns and McDonnell will design improvements to the electrical distribution system that the City owns in the Equus Beds Wellfield. The City's electric system connects to Westar Energy at two locations in the wellfield; however, the overhead electrical distribution system that transmits power to the 55 water supply wells is owned and operated by the City.

During the ice storm of January 2005, several weaknesses were found in the connections from Westar and in the City's existing electrical system. This Supplemental Agreement includes engineering services necessary to remedy the weaknesses. Proposed improvements include upgrading approximately five miles of overhead power lines, new transformers and equipment that will facilitate the use of emergency generators to power some of the wells. These design services are beyond the scope of the present contract, but blend with the services they are providing as part of the ASR project.

Financial Considerations: The Supplemental Agreement will not exceed \$83,550. Construction of the improvements, estimated at \$740,000 will be included as part of the Phase I ASR project. Funding is available in CIP W-549, Water Supply Plan Phase III, which has available funding of over \$7.6 million.

Legal Considerations: The Law Department has reviewed and approved the Supplemental Agreement as to form.

Recommendation/Actions: It is recommended that the City Council approve Supplemental Agreement No. 7 with Burns & McDonnell and authorize the necessary signatures.

### **Agenda Item No. 9f**

CITY OF WICHITA  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0646

TO: Mayor and City Council Members

SUBJECT: Contract for Parking Management (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the contract.

Background: On October 1, 1996, the City of Wichita and AMPCO System Parking (AMPCO) entered into a contract for management of the City Hall Parking complex, the State Office Building Parking Garage and various City-owned surface lots. Under the contract, AMPCO manages 13 surface lots and two garages totaling approximately 2,610 spaces. All available extension options have been exercised under the contract.

Analysis: A request for proposal for parking management was prepared and sent to fourteen parking management companies nationwide. Three proposals were received. Pursuant to Administrative Regulation 1.2, a staff screening and selection committee reviewed the proposals and interviewed the interested firms. Based on qualifications, presentation and fee structure, the committee recommended that a new contract be approved with AMPCO. .

Financial Considerations: AMPCO's current monthly fee is \$18,843. The new contract fee is \$18,143. In addition, AMPCO has agreed to spend \$125,000 on facility and system upgrades.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the contract; and 2) Authorize all necessary signatures.

### **Agenda Item No. 9g**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0647

TO: Mayor and City Council Members

SUBJECT: City Hall Garage Repairs (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Contract Amendment for continued consultant services.

Background: On November 16, 2004, City Council approved a CIP project to perform a condition appraisal/maintenance review of the City Hall Parking Garage.

On February 15, 2005, City Council approved a contract with the combined firms of McCluggage Van Sickle Perry Corp. (MVP) and Walker Parking Consultants, Inc. for \$18,000 to perform the condition appraisal/maintenance review.

Analysis: Walker Parking Consultants, Inc. performed a survey of the structure on March 16 and 17, 2005. Their evaluation included a visual survey of the topside and underside of the

supported levels, concrete slab, sealants, columns, beams, shear walls, spandrel walls, drainage systems, stair towers and other miscellaneous items. Selected chain dragging of the topping slab was also performed to identify if hidden delaminating was present. Concrete samples were obtained and set for lab analysis.

The major conditions observed include but are not limited to: deteriorated control joint sealants; surface spalling of the supported concrete topping slab; delaminated concrete in the supported slab and ramp; moisture infiltration of the spandrel brick façade; bearing pad issues in select locations; corrosion of the metal pan stairs and railings; cracked brick façade at the northwest corner on the upper lever; fading and corrosion of metal railing on the top of the spandrel beams; faded floor markings and obstructed floor drains. There were no apparent life safety issues observed.

As part of the condition appraisal the consultant was to provide an estimate of probable construction cost for the recommended repairs. They studied the various repair techniques for the structure focusing on providing increased levels of repair and protection to minimize the potential of future deterioration. The repairs presented identified the basic repair approach to restore the structure's integrity and maintainability, while maintaining service life. The estimated probable cost of construction for all the recommended repairs is \$263,835, which exceeds the CIP budget. Therefore, only the highest priority repairs are scheduled for 2005.

Repairs to be completed this year include concrete, masonry, waterproofing, sealant, mechanical, and other miscellaneous items for an estimated probable cost of construction of \$180,765.

A contract amendment has been negotiated with the MVP to continue their services related to the Construction Documents, Bidding, and Construction Administration Phases for the repairs as identified in the condition appraisal for a fee including reimbursable expenses not to exceed \$36,550.

The condition appraisal cost of \$18,000 plus the additional consultant services for construction documents of \$36,550 and the estimated probable cost of construction of the priority repairs of \$180,765 total \$235,315, which is within the CIP budget.

Financial Considerations: The project is authorized in the 2004-2013 Capital Improvement Program (CIP) PB-340402 (Project No. 435392, OCA No. 792427) at \$250,000 in 2005. The proposed 2005-2014 CIP, which has not yet been approved, includes an additional \$250,000 in 2006 for the remaining garage/modifications repairs making a total of \$500,000 available over 2 years.

Legal Considerations: The Law Department has approved the Contract Amendment as to form.

Recommendation/Action: It is recommended that the City Council approve the Contract and authorize the necessary signatures.

AMENDMENT NUMBER ONE

THIS AMENDMENT, Made the \_\_\_\_\_ day of \_\_\_\_\_ 2005,

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS  
A Municipal Corporation, hereinafter  
referred to as  
“OWNER”

AND  
CORPORATION, hereinafter referred to as

MCCLUGGAGE VAN SICKLE & PERRY  
“ARCHITECT”

WHEREAS, the parties have heretofore, on the 15th day of February, 2005, entered into a Contract; and

WHEREAS, the parties wish to modify the “SCOPE OF SERVICES” in connection with the proposed construction modification project of the City of Wichita’s City Hall Parking Garage which is the subject matter of such Contract.

NOW, THEREFORE, in consideration of the promises and covenants herein contained and to be performed, the parties hereto agree as follows:

I. The Contract between the parties dated February 15, 2005 shall be amended to change the Basic Services (EXHIBIT “A”) to be performed by the ARCHITECT as follows:

A. The PROJECT scope will be modified to include the Construction Documents Phase, Bidding Phase, and Construction Administration Phase as follows:

B. Construction Documents Phase will be as follows:

Meet with City representatives to confirm the program, confirm the budget and establish lines of communication.

Conduct a detailed field review of the facility; refine the comprehensive list of work items and quantities identified in the April 2005 Condition Appraisal Report.

Prepare the detailed construction drawings and specifications after full consideration has been given to the April 2005 Condition Appraisal Report, estimates and field review of the facility. Prepare proposals, forms, and notices to bidders. Set forth in detail and prescribe the work to be done; the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and service connected equipment, and contract documents satisfactory to the OWNER for the effective coordination and efficient execution of the construction work.

The ARCHITECT will use the OWNERS Modified Construction Contract and General Condition’s packages (AIA 101 and 201 modifications) as approved by the City’s Law Department when American Institute of Architects (AIA) form documents are used in connection with the City’s construction documents.

Prioritize the estimates of probable construction costs for the recommended repairs and furnish a formal written estimate of the probably cost of constructing the PROJECT according to the

completed drawings and specifications as approved. In the event said cost estimates are not approved by the OWNER, Paragraph VII of basic Contract will apply.

Conduct the necessary code analysis, consult with governing authorities having jurisdiction over the PROJECT, and incorporate their requirements into the construction documents for the PROJECT.

Submit a progress set of the plans and details for the repair program for review at 90% completion.

C. Bidding Phase will be as follows:

1. Reproduction of the completed plans and specifications for use in bidding purposes will be paid by OWNER. ARCHITECT will coordinate with OWNER for selected reproduction vendor with vendor invoicing OWNER direct.
2. Review bidding documents for completeness and coordination before release for bids. OWNER shall issue Bidding Documents to bidders.
3. Attend pre-bid conference(s), as scheduled to provide guidance to the OWNER and to prospective bidders.
4. Write and coordinate and otherwise aid in the issuance of addenda or provide clarifications as required.
5. Furnish a formal written estimate of probable construction costs and bid tabulation sheet(s) to the City's Project Manager two (2) days before the bid opening.
6. Attend the formal bid opening(s).
7. Assist the OWNER in receiving and evaluating bids.
8. Assist the OWNER in final recommendation of prime contractor.
9. Review alternate cost savings methods with the OWNER and accepted contractor if PROJECT is over budget.

In the event that bids received exceed the ARCHITECT'S final official and approved estimate of construction cost, ARCHITECT agrees to cooperate with OWNER without additional architectural fees in revising the PROJECT scope and quality as required to reduce the construction cost. (Refer to Paragraph VII of the basic Contract)

D. Construction Administration Phase will be as follows:

1. Be responsible for the general administration of the PROJECT and provide periodic monitoring of the construction in accordance with professional standards. Review information provided by such inspection bureaus and testing laboratories as may be employed by the OWNER for such work. Endeavor to guard the OWNER against defects and deficiencies in the work of contractors. The ARCHITECT will prepare certificates of payments due the contractor. By issuing a Certificate for Payment, the ARCHITECT will along with OWNER'S Project Manager represent to the OWNER that, to the best of their knowledge, information and belief based on general practice in the area at this time and based on what their observations have revealed, the quality of work is in accordance with the Contract Documents.
2. For changes in the PROJECT prepare such drawings to supplement the working drawings as to permit the proper completion of the work; review shop drawings and material sample



submittals for architectural, structural, mechanical, civil, and electrical portions of the related facilities.

3. Provide consultation and advice during construction.
4. The general monitoring by the ARCHITECT is to be distinguished from the continuous on-site inspection of a Project Manager assigned by the OWNER (Reference Paragraph IV of the basic Contract).
5. The ARCHITECT will designate critical construction observation points in advance, to the OWNER in writing.
6. Issue necessary interpretations and clarifications of the Contract Documents.
7. Prepare a punch list for the construction, and participate in final punch list review.
8. Secure maintenance and operational manuals from Contractor including descriptions and maintenance procedures for the new facility.
9. Deliver to the OWNER one (1) set of Xerox or vellums of the contractor's record drawings (plans), as changed or corrected by the Contractor for the PROJECT, such reproductions to become the property of the OWNER.
10. Make final inspection before acceptance of PROJECT by the OWNER. Complete a final construction report.
11. Provide a joint site visit eleven (11) months after substantial completion to identify any warranty concerns. Provide a final construction report.

II. The Contract between the parties dated February 15, 2005 shall be amended to change the PAYMENTS. The OWNER agrees to pay the ARCHITECT for services rendered under this Amendment Number One, a total fee established as follows:

A. For the Construction Documents, Bidding, and Construction Administration Phases and other related items a single stipulated lump sum fee of thirty thousand fifty dollars (\$30,050.00), which shall constitute complete compensation for the services. In addition the ARCHITECT will be directly reimbursed for other services, as follows:

1. Reimbursable expenses include fees directly paid for by the ARCHITECT. These are expenses incurred in the interest of the PROJECT. These costs will be reimbursed to the ARCHITECT at actual cost. Reimbursable expenses shall not exceed six thousand five hundred dollars (\$6,500.00).

This fee shall be payable in monthly installments, and in proportion to the services performed, payable upon the satisfactory performance of the service.

III. Exhibit "C" a copy of which is attached hereto and which is incorporated herein by reference further defines the ARCHITECT'S services and fees.

IV. All other provisions of the February 15, 2005, Contract and subsequent Amendments between the parties hereto not modified herein shall remain in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

by \_\_\_\_\_  
Carlos Mayans, Mayor

Attest:

MCCLUGGAGE VAN SICKLE & PERRY  
CORPORATION

\_\_\_\_\_  
Karen Sublett, City Clerk

by \_\_\_\_\_  
Jeffrey T. Van Sickle, AIA  
CEO

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law and City Attorney

**Agenda Item No. 9h**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0648

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Construction Engineering and Staking in  
Cheryl's Hollow Addition (north of 13th, west of 135th Street West)  
(District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the drainage improvements in Cheryl's Hollow Addition on December 21, 2004. On February 15, 2005 the City approved an Agreement with Ruggles & Bohm, P.A. (R&B) to design the improvements. The Design Agreement with R&B requires R&B to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreement between the City and R&B provides for construction engineering and staking for the improvements. Due to the current workload created by previous projects, City crews are not available to perform the construction engineering and staking for this project.

Financial Considerations: Payment to R&B will be on a lump sum basis of \$17,520, and will be paid by special assessments.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

## SUPPLEMENTAL AGREEMENT TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED FEBRUARY 15, 2005

BETWEEN THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY" AND RUGGLES & BOHM, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER" WITNESSETH:

WHEREAS, there now exists a Contract (dated February 15, 2005) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in CHERYL'S HOLLOW ADDITION (north of 13th, west of 135th Street West).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

### A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STAKING, AS-BUILT AND CONSTRUCTION ENGINEERING  
(as per the City of Wichita Standard Construction Engineering Practices)

STORM WATER DRAIN NO. 249 serving Lots 1 through 24, Block 1; Lots 1 through 19, Block 2, Lots 1 through 20, Block 3, Cheryl's Hollow Addition and Unplatted Tract A (north of 13th, west of 135th Street West) (Project No. 468 83938).

As-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER and shall be submitted and sealed by a licensed land surveyor or registered

professional engineer. Final elevations for all areas to be graded per plans, provisions or otherwise, including street right-of-way, lots, easements, ponds and reserve areas, shall be within +/- 0.2' of plan call-outs, unless otherwise stated in plans or provisions. ENGINEER will be responsible to coordinate any rework with the contractor, regardless of the number of times necessary to achieve allowable tolerance, and will ensure that a minimum slope is maintained in all drainage easements, especially in such cases where the +/- tolerance could result in a less than desirable percent of grade. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the project engineer as soon as possible after completion of final grading, will show original plan and final as-built elevations at all original call-out locations.

#### B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

468 83938                      \$17,520.00

#### C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carlos Mayans, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

\_\_\_\_\_  
(Name & Title)

ATTEST:

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## **Agenda Item No. 9i**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0649

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Oliver Street Bridge at Gypsum Creek  
(District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The May 22, 2003, the City Council entered into an Agreement with Cook, Flatt & Strobel Engineers, P.A. (CF&S) for designing improvements to the Oliver Street Bridge at Gypsum Creek. The Design Agreement with CF&S requires CF&S to provide construction engineering services if requested by the City.

Analysis: The proposed Supplemental Agreement between the City and CF&S provides for construction engineering services for the Oliver Street Bridge.

Financial Considerations: Payment to CF&S will be on an hourly basis, with a maximum fee not to exceed \$59,555, and will be paid by General Obligation Bonds.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 22, 2003

BETWEEN THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY" AND COOK, FLATT & STROBEL ENGINEERS, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER" WITNESSETH:

WHEREAS, there now exists a Contract (dated May 22, 2003) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the OLIVER STREET BRIDGE AT GYPSUM CREEK (Project No. 472 83746, OCA #715694).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

CONSTRUCTION ENGINEERING

(as per the City of Wichita Standard Construction Engineering Practices)

OLIVER STREET BRIDGE AT GYPSUM CREEK

(Project No. 472 84184, OCA No. 715703)

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on an hourly basis, with a maximum fee not to exceed \$59,555.00.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carlos Mayans, Mayor

ATTEST:

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Karen Schofield, City Clerk

APPROVED AS TO FORM:

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Gary Rebenstorf, Director of Law

COOK, FLATT AND STROBEL ENGINEERS, P.A.

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(Name and Title)

ATTEST:

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**Agenda Item No. 9j**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0650

TO: Mayor and City Council Members

SUBJECT: Production Color Laser Printer

INITIATED BY: IT/IS Department

AGENDA: Consent

Recommendation: Approve Lease Agreement

Background: The City of Wichita Print Shop provides a production quality color printing service for all City departments. The lease for the current color production printer has expired and a new solution is necessary.

Analysis: A competitive Request for Proposal (FP500041) for a production color laser printer was issued and 6 responses were received. A staff screening and selection committee reviewed and evaluated the proposals based on the criteria set forth in the Request for Proposal.

Additionally, the prints that accompanied each proposal were also evaluated. The product quality and functionality of the proposed printers varied greatly and only two vendors were able to fully meet the requirements of the RFP and provide the level of color print quality needed for Print Shop production. Interviews and product demonstrations were conducted with the two finalists before a decision was reached. The Xerox Corporation's DocuColor 3535 offered the highest quality product at a competitive price. The lease agreement includes on-site maintenance for the term of the lease. The agreement also includes all supplies except for paper and staples.

Financial Considerations: The printer lease is within the departmental operating budget and the annual total is not expected to exceed \$24,000.

Legal Considerations: The Law Department is currently reviewing and will approve the contracts as to form. The duration of the lease agreement is three years.

Recommendation/Action: It is recommended that the City Council approve the lease agreement and authorize the necessary signatures.

**\*\*PDF Attachment Color Laser Printer\*\***

### **Agenda Item No. 10a**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0651

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Shadow Woods Addition (west of 135th West, north of Maple) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system, drainage and paving improvements in Shadow Woods Addition on July 20, 2004.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of water distribution system, drainage and paving in Shadow Woods Addition. Per Administrative Regulation 7a, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.



Financial Considerations: Payment to Baughman will be on a lump sum basis of \$42,500, and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

## AGREEMENT

For PROFESSIONAL SERVICES Between THE CITY OF WICHITA, KANSAS

and BAUGHMAN COMPANY, P.A. for SHADOW WOODS ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 89793 serving Lots 1 through 23, Block A; Lots 1 through 12, Block E, Shadow Woods Addition (west of 135th Street West, north of Maple) (Project No. 448 89793).

STORM WATER DRAIN NO. 201 serving Lots 1 through 23, Block A; Lots 31 through 47, Block A; Lots 1 through 12, Block E; Lot 1, Block F, Shadow Woods Addition (west of 135th Street West, north of Maple) (Project No. 468 83598).

DECKER and DECKER CIRCLE from the north line of Cavit, north to and including cul-de-sac, and on TEXAS from the east line of Decker, east to the east line of the plat. TEXAS COURT from the north line of Texas, north to and including cul-de-sac. SIDEWALK on one side of Texas and Decker (west of 135th West, north of Maple) (Project No. 472 83723).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

### I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Shadow Woods Addition and to perform the PROJECT tasks outlined in Exhibit A.

### II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be

given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

### IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 89793	\$ 7,100.00
Project No. 468 83598	\$10,900.00
Project No. 472 83723	\$24,500.00
TOTAL	\$42,500.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.

2. Additional design services not covered by the scope of this agreement.

3. Construction staking, material testing, inspection and administration related to the PROJECT.

4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional

compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

---

Carlos Mayans, Mayor

SEAL:

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

---

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

---

(Name & Title)

ATTEST:

---

“EXHIBIT “A SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22” x 36” mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY’S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER’S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.

4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
  - a. Plan Development for the water improvements by July 11, 2005.  
(Project No. 448 89793).
  - b. Plan Development for the storm water improvements by July 18, 2005.  
(Project No. 468 83598).
  - c. Plan Development for the paving improvements by August 15, 2005.  
(Project No. 472 83723).

### **Agenda Item No. 10b**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0652

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Prairie Pond Plaza Addition (north of Kellogg, east of 143rd Street East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the sanitary sewer and drainage improvements in Prairie Pond Plaza Addition on January 4, 2005.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of sanitary sewer and drainage in Prairie Pond Plaza Addition. Per Administrative Regulation 7a, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$26,500, and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT for PROFESSIONAL SERVICES between

THE CITY OF WICHITA, KANSAS and BAUGHMAN COMPANY, P.A.

For PRAIRIE POND PLAZA ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

LATERAL 373, FOUR MILE CREEK SEWER serving Lots 1 through 4, Block A; Lots 1 and 2, Block B, Prairie Pond Plaza Addition (north of Kellogg, east of 143rd Street East) (Project No. 468 83940).

STORM WATER DRAIN NO. 267 serving Lots 1 through 4, Block A; Lots 1 and 2, Block B, Prairie Pond Plaza Addition (north of Kellogg, east of 143rd Street East) (Project No. 468 84014).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Prairie Pond Plaza Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:



Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

### IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 468 83940	\$ 9,700.00
Project No. 468 84014	\$16,800.00
TOTAL	\$26,500.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

---

Carlos Mayans, Mayor

SEAL:

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

---

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

---

(Name & Title)

ATTEST:

---

“EXHIBT “A SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22” x 36” mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.

2. Soils and Foundation Investigations. The CITY’S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing

Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.

3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.

4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.

a. Plan Development for the sewer improvements by August 15, 2005.  
(Project No. 468 83940).

b. Plan Development for the storm water improvements by August 15, 2005.  
(Project No. 468 84014).

## **Agenda Item No. 10c**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0653

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Copper Gate North and Cheryl's Hollow Additions (north of 13th, west of 135th Street West) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the sanitary sewer improvements in Copper Gate North and Cheryl's Hollow Additions on April 5, 2005.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of sanitary sewer in Copper Gate North and Cheryl's Hollow Additions. Per Administrative Regulation 7a, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$20,800, and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT for PROFESSIONAL SERVICES between

THE CITY OF WICHITA, KANSAS and

BAUGHMAN COMPANY, P.A. for

COPPER GATE NORTH AND CHERYL'S HOLLOW ADDITIONS

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the CITY OF WICHITA,

KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

LATERAL 3, MAIN 4, NORTHWEST INTERCEPTOR SEWER serving Lots 1 through 19, Block A; Lots 7 through 16, Block D; Lots 7 through 22, Block E; Lots 1 through 22, Block F, Copper Gate North Addition; Lots 7 through 17, Block 2, Cheryl's Hollow Addition (north of 13th, west of 135th Street West) (Project No. 468 83907).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

#### I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Copper Gate North and Cheryl's Hollow Additions and to perform the PROJECT tasks outlined in Exhibit A.

#### II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished

by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the

person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

#### IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 468 83907                      \$20,800.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.

2. Additional design services not covered by the scope of this agreement.

3. Construction staking, material testing, inspection and administration related to the PROJECT.

4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

#### V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed



to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

---

Carlos Mayans, Mayor

SEAL:

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

---

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

---

(Name & Title)

ATTEST:

“EXHIBT “A SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22” x 36” mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.

a. Plan Development for the sewer improvements by July 15, 2005.  
(Project No. 468 83907).

### **Agenda Item No. 11a**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0654

TO: Mayor and City Council Members

SUBJECT: Change Order: Kellogg/Rock Interchange Frontage Roads  
(District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On September 28, 2004 the City Council approved a construction contract to build frontage roads east of Rock for the Kellogg/Rock Interchange. During construction of the project, a number of unforeseen items developed that should be addressed as a change order. They relate to providing safe access to businesses adjacent to the work zone and include: wider pavement on Eastern Street, installation of concrete barrier walls, new connections to private drives, and the removal of Heather Street. In addition, two manholes were added to a large sanitary sewer to maintain flow during construction.

Analysis: A Change Order has been prepared for the additional work. Funding is available within the project budget.

Financial Considerations: The cost of the additional work is \$28,404, with the total paid by a combination of local sales tax funds and Federal Grants. The original contract is \$2,154,240. This Change Order represents 1.32% of the original contract amount.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within 25% of the construction contract cost limit set by the City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

April 25, 2005

## PUBLIC WORKS-ENGINEERING CHANGE ORDER

To: Cornejo & Sons, Inc.      Project: Kellogg Avenue (US-54) Rock      Road Intersection Part  
7

Change Order No.: 1    Project No.: 472-84063

Purchase Order No.: 401119    OCA No's.: 702336-P/635655-W/624084-S

CHARGE TO OCA NO.: 702336 - \$24,657.97      PPN: 401352/764709/654564

635655 - \$ 746.00

624084 - \$ 3,000.00

Please perform the following extra work at a cost not to exceed    \$28,403.97

### OVERRUN:

15	Plant Mix Bitum. Commercial Grade	1740 mg @ \$32.00	=	\$4,768.00
		Total Overrun Items		\$4,768.00

### DELETE:

2	Foundation Stabilization	20 cu m @ \$40.00	=	
	(\$800.00)			
21	Excavatable Flowable fill	1,335.30 m @ \$88.00	=	
	(\$117,506.40)			
		Total Delete Items		(\$118,306.40)

### ADD:

21A	Compacted Fill Sand	1335.30 m @ \$30.00	=	\$40,059.00
	Extra Work – See Attachment #1	1 LS @ \$44,235.00	=	
	\$44,235.00			
	Extra Work – See Attachment #2	1 LS @ \$24,394.37	=	
	\$24,394.37			
	Extra Work – See Attachment #3	1 LS @ \$33,254.00	=	
	\$33,254.00			

Total Add Items    \$141,942.37

Total Adjustment for Change Order #1

\$28,403.97

Recommended By:

Approved:

\_\_\_\_\_  
Greg Baalman, P.E.  
Construction Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jim Armour, P.E.  
City Engineer

\_\_\_\_\_  
Date

Approved:

Approved:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Carrier, P.E.  
Director of Public Works

\_\_\_\_\_  
Date

Approved:

Kelly Carpenter

Date

Director of Finance

May 19, 2005

ATTACHMENTS TO CHANGE ORDER

Attachment #1

RFI #	Description of work	Amount
7A.	Provide an 18 feet lane of pavement for northbound Eastern to access westbound Kellogg.	\$8,784.00
7C.	Relocate gate, street light, and concrete wall at 8335 E. Kellogg.	\$7,084.00
7F.	Adjust storm sewer at Sta. 4+931 to clear sanitary sewer conflict.	\$1,437.00
7G.	Add two manholes to maintain sanitary sewer flow during construction.	\$26,000.00
7H.	Re-stripe Kellogg and provide a U-turn sign at Rock Rd.	\$930.00
	TOTAL	\$44,235.00

Attachment #2

RFI #	Description of work	Amount
7J.	Additional 16' x 8" MJ Waterline Tee.	\$746.00
7K.	Provide reinforcement steel in driveways.	\$6,948.80
7L.	Modification to sanitary sewer manhole at 1b-2.	\$760.00
7M.	Connect streetlights to electrical service.	\$2,547.00
7O.	Install concrete barrier wall.	\$4,620.00
7P.	Provide asphalt crossover from north frontage road to westbound Kellogg.	\$5,975.00
7Q.	Repair irrigation system at Eastgate Plaza.	\$2,797.57
	TOTAL	\$24,394.37

Attachment #3

RFI #	Description of work	Amount
7R.	Provide temporary storm sewer at Eastern Street & Kellogg intersection.	\$4,191.00
7S.	Adjust sanitary sewer manhole at Sta. 4+580.	\$807.00
7T.	Abandon 21" sanitary sewer at Sta. 4+580.	\$1,496.00
7U.	Remove Heather Street.	\$8,465.00
7V.	Connect east driveway at Natures Way to the new frontage road.	\$6,030.00
7W.	Grading and asphalt work at the old Taco Grande.	\$1,905.00
7X.	Provide extra traffic control on project until Easter Street Bridge is constructed.	\$7,035.00
7Z1.	Re-stripe frontage roads.	\$2,090.00
7Z2.	Widen driveway at Wichita Inn.	\$1,235.00
	TOTAL	\$33,254.00

**Agenda Item No. 11b**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0655

TO: Mayor and City Council Members

SUBJECT: Change Order: 2005 Sanitary Sewer Rehabilitation Program, Phase A  
(west of Washington, under the Kellogg Overpass) (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On February 1, 2005, the City Council approved a construction contract to install a pipe liner through a sanitary sewer located west of Washington at Kellogg. After the work began, it was discovered that a tracer wire, installed as part of the Gilbert-Mosley Groundwater Remediation Project, was bored through two sections of the sanitary sewer pipe. As a result, those sections had to be removed and replaced. These repairs will be paid by the Gilbert-Mosley Remediation Fund. In addition, 645 feet of pipe is 10" in diameter, not 8" as listed on old sanitary sewer records, requiring a more expensive pipe liner.

Analysis: A Change Order has been prepared for the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is \$12,485 with \$1,935 paid by the Sewer Utility and \$10,550 paid by the Gilbert-Mosley Remediation Fund. The original contract is \$197,574. This Change Order represents 6.3% of the original contract amount.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within 25% of the construction contract cost limit set by the City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

October 26, 2004  
PUBLIC WORKS-ENGINEERING CHANGE ORDER

To: Dondlinger & Sons      Project: Water Main Replacement – Harry, Oliver to Woodlawn  
Change Order No.: 3      Project No.: 448-89700  
Purchase Order No.: 301361      OCA No.: 636116  
CHARGE TO OCA No.: 636116      PPN: 772513

Please perform the following extra work at a cost not to exceed    \$11,950.00

There were originally 60 services estimated to be in need of repair, and 29 more are needed.

OVERRUN:

Long Water Service (1") – 4 ea @ \$550.00/ea = \$ 2,200.00

Short Water Service (1") – 25 ea @ \$450.00/ea = \$11,250.00

UNDERRUN:

Long Water Service (2") – 1 ea @ \$1,500.00/ea = (\$ 1,500.00)

Total \$11,950.00

Recommended By:    Approved:

\_\_\_\_\_  
Lawrence Schaller, P.E.  
Construction Engineer

\_\_\_\_\_  
Date    Jim Armour, P.E.  
Acting City Engineer

\_\_\_\_\_  
Date

Approved:    Approved:

\_\_\_\_\_  
Contractor    Date    Chris Carrier, P.E.  
Acting Director of Public Works

\_\_\_\_\_  
Date

Approved as to Form: By Order of the City Council:

\_\_\_\_\_  
Gary Rebenstorff  
Director of Law

\_\_\_\_\_  
Date    Carlos Mayans  
Mayor

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
City Clerk

**Agenda Item No. 13**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0656

TO:                      Mayor and City Council

SUBJECT:              Abatement of Dangerous & Unsafe Structures (Districts I, II, III, V & VI)

INITIATED BY:        Office of Central Inspection

AGENDA:              Consent

Recommendation: Approve the assessments and ordinance.

Background: The Office of Central Inspection (OCI) supports neighborhood maintenance and improvement through abatement of public nuisances under Titles 18 and 20 of the City Code. State law and local ordinances allow the City to demolish or secure private property that is in violation of Housing and Building Code standards, after proper notification of the responsible party/parties. A private contractor performs the work, and the Office of Central Inspection bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the demolition and board-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and OCI is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Statements of Charges will be mailed to the property owners on July 22, 2005. The property owners have 30 days from date of statement to pay their assessment and avoid paying interest. The interest added to the principal amount will be determined by the rate at which the July 2005 bonds sell. The principal and interest will then be spread for 1-year and placed on the 2005 tax roll.

Legal Considerations: The assessments are in accordance with City Code 18.16.070, 18.16.080 and 18.16.090.

Recommendations/Actions: It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

S-75442

6 Affidavits

Published in the Wichita Eagle on July 22, 2005

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (BUILDING CONDEMNATION) UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:



SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year 2005 and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 19th day of July 2005.

\_\_\_\_\_  
Carlos Mayans, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

Approved as to form

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

### **Agenda Item No. 14**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0657

TO: Mayor and City Council

SUBJECT: Purchase Options for 1981 through 1994 Projects (BOEING IRB Asset Trust)

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Adopt the Resolution approving conveyance to the BOEING IRB Asset Trust of the 1981 through 1994 projects, together with instruments terminating the applicable leases and security interests, and authorize necessary signatures.

Background: The City has outstanding twenty-five series of Industrial Revenue Bonds issued between December 1981 and December 14, 2004, to finance facilities for the benefit of The Boeing Company (“Boeing”). Each series was issued as a stand-alone financing for a discrete project, under separate, project-specific Leases (the “Leases”). Bond proceeds for each series were used for the purpose of financing the costs of acquisition, construction, equipping and furnishing of certain industrial facilities (collectively the “Projects”) for lease to, and use by, The Boeing Company. On June 16, 2005, Boeing assigned its interest in all of the Leases to BOEING IRB Asset Trust, a Delaware statutory trust (“Tenant”). Under the provisions of the applicable Lease Agreements the Tenant, if not in default, has the option to purchase the facility from the City for a set price (\$100 for each project financed prior to 1994, and \$1,000 for each project financed thereafter), plus all amounts required to provide for redemption and payment of the principal, interest and premium on all outstanding bonds, together with the Trustee’s fees and costs of redemption. The City has received from the Tenant a “Notice of 81-94 Bond Terminations,” dated June 16, 2005 notifying the City of the Tenant’s intention to exercise its purchase options for the property financed from 1981 through 1994, inclusive, and the firm of Kutak Rock LLP, Tenant’s Bond Counsel, has submitted documents for that purpose. The City has received notice from The Bank of New York Trust Company, N.A., indicating that the Bonds issued to finance these projects have been paid according to their terms.

Analysis: Under the terms of the applicable Lease Agreements, the City is required to convey the property securing the IRB issue to the Tenant, following the payment of all Bonds and the Tenant’s payment of the purchase price and other consideration under the provisions of the Lease Agreements.

Financial Considerations: The purchase price is \$2,400, and has been paid by the Tenant prior to the submission of this agenda item.

Legal Considerations: It is appropriate for the City to quit claim the 1981 through 1994 project property to the Tenant, and to terminate the leases and security interests and take all other actions needed to terminate the City’s interest in the property. The City Attorney’s Office has approved the form of the attached Resolution and the forms of the Quit Claim Deed and each Termination of Lease to be executed and delivered by the City, and each Release of Lien of Indenture to be approved by the City and delivered to the Tenant by the Trustee.

Recommendations/Actions: It is recommended that City Council adopt the Resolution approving the conveyance and termination instruments, and authorize necessary signatures.

RESOLUTION NO. \_\_\_\_  
OF THE  
CITY OF WICHITA, KANSAS  
relating to:  
Industrial Revenue Bonds  
(The Boeing Company Projects)

RESOLUTION NO. \_\_\_\_  
A RESOLUTION OF THE CITY OF WICHITA, KANSAS, APPROVING THE  
AUTHORIZING THE EXECUTION AND DELIVERY OF A QUITCLAIM DEED AND  
TERMINATION OF LEASES.

WHEREAS, the City of Wichita, Kansas (the "Issuer"), a municipal corporation existing under the laws of the State of Kansas, is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to acquire, construct, improve, install, equip and furnish certain facilities (as defined in the Act) for industrial purposes, and to enter into leases and lease-purchase agreements with any person, firm or corporation for said facilities and to issue revenue bonds for the purpose of paying the cost of any such facilities; and

WHEREAS, pursuant to the Act, the Issuer has issued in each of the years 1981 to 1994, inclusive, its Industrial Revenue Bonds (The Boeing Company Projects), each of which issues of Industrial Revenue Bonds is listed on Schedule I hereto (collectively, the "Bonds"), all for the purpose of financing the costs of acquisition, construction, equipping and furnishing of certain industrial facilities (collectively the "Projects") on behalf of The Boeing Company (the "Corporation"), a Delaware corporation; and

WHEREAS, in connection with the issuance of the Bonds, the Issuer has leased the Projects to the Corporation pursuant to those certain Lease Agreements listed on Schedule II hereto (collectively, the "Leases"), by and between Issuer and the Corporation; and

WHEREAS, Article 11 of each Lease provides that the Corporation agrees to purchase, and the Issuer agrees to sell, the related Project for \$100.00 or \$1,000.00, as the case may be, and any and all sums then due to the Issuer under the related Lease at the expiration or sooner termination of the Lease Term following full payment of the related Bonds; and

WHEREAS, Article 11 of each Lease further provides that upon the closing of the purchase of the related Project, the Issuer shall deliver to the Corporation (i) a release from the trustee for the Bonds of the lien of the related bond indenture and (ii) a quitclaim deed and other necessary documents conveying to the Corporation title to such Project as it then exists; and

WHEREAS, the Corporation has assigned the Leases to BOEING IRB Asset Trust, a Delaware statutory trust ("Assignee"), as provided by and in accordance with the first section of Article 8 of each Lease, pursuant to that certain Assignment Agreement (Lease Assignment) dated as of June 16, 2005 by and between the Corporation and the Assignee; and

WHEREAS, the Issuer finds it necessary to authorize the execution and delivery of (i) a Quitclaim Deed and (ii) Termination of Leases in connection with the exercise by the Assignee of its option to purchase the Projects.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Leases.

Section 2. Authorization of Quitclaim Deed. The Issuer is hereby authorized to execute and deliver its Quitclaim Deed (the "Quitclaim Deed") relating to the Projects financed with the proceeds of the Bonds to the Corporation, upon satisfaction of the conditions contained in the Leases, and in substantially the same form as the quitclaim deed form attached hereto as Exhibit A.

Section 3. Authorization of Termination of Leases. The Issuer is hereby authorized to execute and deliver a Termination of Leases with respect to each of the Leases (collectively, the "Lease Termination") by and between the Corporation and the Issuer in substantially the same form as Exhibit B, attached hereto.

Section 4. Execution of Documents. The Acting Mayor or Vice Mayor of the Issuer is hereby authorized and directed to execute the Quitclaim Deed and Lease Termination for and on behalf of and as the act and deed of the Issuer in substantially the forms as they are presented today with such minor corrections or amendments thereto as the Acting Mayor or Vice Mayor of the governing body of the Issuer shall approve, which approval shall be evidenced by her

execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Resolution. The City Clerk or any Deputy City Clerk of the Issuer are hereby authorized and directed to attest the execution of the Quitclaim Deed and Lease Termination behalf of the Issuer and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 5. Delivery of Documents. The Quitclaim Deed and Lease Termination shall be delivered by the Acting Mayor, Vice Mayor, City Clerk or other appropriate staff member of the Issuer concurrently upon the satisfaction of the requirements set forth in the Leases.

Section 6. Release and Consideration. The Issuer hereby acknowledges receipt from the bond trustee of the Release of Lien of Indentures relating to the Bonds, which Release is hereby authorized to be delivered to the Assignee, and from or on behalf of the Assignee of a corporate check in the amount of \$2,400 (\$100.00 with respect to each of the Bonds issued in the years 1981 to 1993, inclusive, and \$1,000.00 with respect to the Bonds issued in the year 1994) in consideration of the purchase price of the Projects, all in accordance with Article 11 of each Lease.

Section 7. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Resolution and to carry out, comply with and perform the duties of this Issuer with respect to the Quitclaim Deed and the Lease Termination, all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 8. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

PASSED, ADOPTED AND APPROVED by the governing body of the City of Wichita, Kansas this \_\_\_\_ day of \_\_\_\_, 2005.

[SEAL] CITY OF WICHITA, KANSAS

Attest:

By

By Sue Schlapp, Vice Mayor  
Karen Sublett, City Clerk

APPROVED AS TO FORM: By Gary E. Rebenstorf, City Attorney

## SCHEDULE I

### BONDS

City of Wichita, Kansas Industrial Revenue Bonds (The Boeing Company Project)

Series XIX, 1981

Series XXIII, 1982

Series X, 1983

Series XI, 1983

Series VII, 1984

Series XVII, 1985

Series VIII, 1986

Series X, 1987

Series VII, 1988

Series II, 1989

Series VIII, 1990  
Series IX, 1991  
Series IX, 1992  
Series VI, 1993  
Series XIV, 1994

## SCHEDULE II

### LEASE AGREEMENTS

Lease Agreement between City of Wichita, as Lessor, and The Boeing Company, as Lessee,  
Dated:

December 1, 1981  
December 1, 1982  
December 1, 1983  
December 1, 1983  
December 1, 1984  
December 1, 1985  
December 1, 1986  
December 1, 1987  
December 1, 1988  
December 1, 1989  
December 1, 1990  
December 1, 1991  
December 1, 1992  
December 1, 1993  
December 1, 1994

### **Agenda Item No. 15**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0658

TO: Mayor and City Council

SUBJECT: Repeal of Chapter 7.70 (Spa Pools)

INITIATED BY: Environmental Services

AGENDA: Consent

Recommendation: Approve the ordinance repealing Chapter 7.70 of the City Code

Background: On May 3, 2005, the City Council approved updated consolidated standards (Chapter 7.72) for swimming pools, spa pools, and other recreational water features. The new

code incorporated standards for spa pools, which were previously regulated by a separate chapter (7.70) in the code. The ordinance implementing the new Chapter 7.72 did not repeal the previously used chapter.

Analysis: Standards in Chapter 7.70 are outdated, and the chapter is no longer needed. Standards for spa pools are now included in the new combined code.

Financial Considerations: None.

Legal Considerations: The ordinance repealing Chapter 7.70, the previously used standards, has been drafted by the Law Department.

Recommendations/Actions: Place the ordinance repealing Chapter 7.70 of the City Code on first reading and authorize the necessary signatures.

Published in the Wichita Eagle on \_\_\_\_\_

07/12/05

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REPEALING CHAPTER 7.70 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO SPA POOLS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Chapter 7.70 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 2. This Ordinance shall be effective upon adoption and publication in the official city newspaper.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Carlos Mayans, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

## **Agenda Item No. 16**

City of Wichita

City Council Meeting  
July 12, 2005

Agenda Report No. 05-0659

TO: Mayor and City Council Members

SUBJECT: Petition and Change Order for improvements in Blue Lake Addition (west of West Street, north of MacArthur) (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition and change order.

Background: On September 14, 2004, the City Council approved a Petition for paving and drainage improvements in Blue Lake Addition. The developer and the developers design consultant have requested that an existing pond be enlarged. The developer has submitted a new Petition with an increased budget to pay for the additional cost. The signature on the Petition represents 100% of the improvement district. A change order has been prepared to authorize the additional work.

Analysis: Blue Lake Addition is a new residential development located west of West Street, north of MacArthur.

Financial Considerations: The existing Petition totals \$965,000. The new Petition totals \$1,030,000. The funding source is special assessments. The Change Order amount is \$60,000. The original contract amount is \$826,156. The Change Order represents 7.26% of the original contract amount.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district. The Law Department has approved the Change Order as to legal form. The Change Order amount is within 25% of the construction contract cost limit set by the City Council policy.

Recommendation/Action: It is recommended that the City Council approve the new Petition, approve the Change Order and adopt the Resolution.

### **Agenda Item No. 18**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0014A

TO: Mayor and City Council

SUBJECT: Consultant Services Contract - High Performance Organization

INITIATED BY: City Manager's Office

AGENDA: Unfinished Business

Recommendation: Approve the consultant contract.

Background: The City Manager desires to develop a project to accelerate the City of Wichita into a high performing organization using continuous quality improvement processes. This initiative is similar to improvements that have been completed in the development departments over the past eight years.

At the December 21, 2004, City Council meeting, the governing body approved the project, initial funding sources and authorized staff to solicit proposals for consultant services. A Request for Qualifications (RFQ) was subsequently issued and 15 responses were received. The Staff Screening and Selection Committee evaluated the responses and invited five firms to respond to a formal Request for Proposal (RFP). Four proposals were received. The Public Strategies Group, Inc., St. Paul, Minnesota was the unanimous choice by the selection committee based on demonstrated competence, qualifications, compatibility and innovative funding strategies.

Action on the recommendation to approve the consultant contract with Public Strategies Group was deferred by the City Council at its February 15, 2005 meeting.

Analysis: The improvement initiative will be two-phase with the first phase lasting approximately six months and phase two encompassing two to five years. It is anticipated that consultant services will be retained for a maximum two-year period with options to renew the contract under the same term and conditions for three successive one-year periods by mutual agreement of both parties. The contract will be subject to cancellation by the City at its discretion at any time within the original contract term or within any successive renewals upon thirty days written notice to the consultant. The contract also has a money back guarantee if at any time at the discretion of the City Manager, we are not happy with the contract results.

Financial Considerations: The phase one contract will be for a not to exceed amount of \$150,000 for deliverables and \$30,000 for reimbursable expenses. The Council approved funding for the \$150,000 at the December 21, 2004 meeting. Funding for the reimbursables will be through a budget transfer from Research and Development

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Actions: It is recommended that the City Council approve the contract with The Public Strategies Group, Inc., approve the budget transfer and authorize the necessary signatures.



## **Agenda Item No. 19**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0467A

TO: Mayor and City Council

SUBJECT: Ice Sports (District IV)

INITIATED BY: Department of Park and Recreation

AGENDA: Unfinished Business

Recommendation: Authorize the subsidy of \$25,000 to continue to operate Ice Sports Wichita.

Background: On May 3, 2005, staff was directed to negotiate the termination of the 15-year contract between Canlan Ice Sports Corp. and the City. Council further directed that the Park and Recreation Department take over operations of the facility until a new management plan was approved. City Council authorized a \$50,000 subsidy towards shortfalls in revenues over expenditures.

Analysis: The City has entered into negotiations for the termination of the contract. A terminate date of July 1, 2005 has been suggested, but was not agreed upon as the turnover date. In light of the uncertainty, which has proven to be challenging, over the past couple of months Ice Sports-Wichita has successfully produced revenues, supported planned activities, curtailed costs, reduced hours, and minimized part-time staff costs through tier scheduling salary staff. The collaborative efforts and the previously approved subsidy has brought Ice Sports outstanding invoices to approximately \$27,000 and less than 30 days past due, with an exception of a couple of invoices owed to Canlan. Once the facility is stabilized, we will regain league participation and contract ice for figure skating and group rentals in an effort to continue operating until the completion and successful award of a new management contract.

The loss of a youth tournament in May, due to low commitments, resulted in losing potential tournament net revenue of \$15,500 and potential pro-shop sales of \$7,500. The local youth hockey leagues requested the Kansas Cup Youth Tournament be restructured this year to accommodate them, eliminating the more competitive teams. Three of the Kansas City teams promised to continue to participate, but pulled out two days before we decided to cancel the tournament. The net revenue earned from the Kansas Cup Adult Tournament assisted with paying expenditures incurred from April. However, the cancellation of the youth tournament required usage of the subsidy prematurely.

Additionally, revenue normally realized in early June from summer leagues has to be deferred to late July. The summer league registration was extended for two weeks to allow for additional

teams. The Wichita Thunder currently pays an office rental fee of \$1,850 monthly and is current through the month of June. However, they are currently in receivership, so future payments are improbable.

Financial Considerations: Although part of June's revenue will be deferred until the end of July, the failure of the refrigeration plant and compressor will likely consume it through utility payments. Thus, the additional subsidies of \$25,000 are required to continue operating.

Legal Considerations: Finalized settlement to contract will follow.

Recommendations/Actions: It is recommended that the City Council approve an additional \$25,000 in subsidies to continue to operate Ice Sports as normally as possible.

## **Agenda Item No. 20**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0660

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures  
District I

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: Adopt the resolutions.

Background: On May 24, 2005 a report was submitted with respect to the dangerous and unsafe conditions on the properties below. The Council adopted resolutions providing for a public hearing to be held on these condemnation actions at 9:30 a.m. or as soon thereafter, on July 12, 2005.

Analysis: On May 2, 2005, the Board of Code Standards and Appeals (BCSA) held a hearing on the following properties:

Property Address	Council District
a. 1223 North Ohio	I
b. 1735 North Erie	I
c. 1449 South Waco (rear)	I
d. 1820 South Ellis	I

Detailed information/analysis concerning these properties is included in the attachments.

Legal Considerations: Pursuant to State Statute, the Resolutions were duly published twice on May 25, 2005, and June 2, 2005. A copy of each resolution was sent by certified mail or given personal service delivery to the owners and lien holders of record of the described property.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolutions declaring the buildings dangerous and unsafe structures, and accept the BCSA recommended action to proceed with condemnation allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair the structures would be contingent on the following: (1) All taxes have been paid to date, as of July 12, 2005; (2) the structures have been secured as of July 12, 2005 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of July 12, 2005 and will be so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owner of these findings.

## **Agenda Item No. 21**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0661

TO: Mayor and City Council Members

SUBJECT: Improvement to Intersection of Zoo Boulevard, Westdale and I-235  
Freeway (District VI)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendations: Approve the project.

Background: The 2004-2013 Capital Improvement Program adopted by the City Council includes a project to improve the intersection of Zoo Boulevard, Westdale and I-235 Freeway. District VI Advisory Board sponsored an August 2, 2004 neighborhood hearing on the project. The Board voted 7-0 to recommend approval of the project.

Analysis: The project will modify the center medians along Zoo Boulevard to provide an additional northbound through lane and to provide a traffic signal interconnect between the 13th at Zoo Boulevard and I-235 at Zoo Boulevard intersections.

Financial Considerations: The estimated project cost is \$365,000 with the total paid by the City. The funding source is General Obligation Bonds.

Legal Considerations: The Law Department has approved the authorizing Ordinance as to legal form.

Recommendation/Actions: It is recommended that the City Council approve the project, place the Ordinance on First Reading, and authorize the signing of State/Federal agreements as required.

## **Agenda Item No. 22**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0662

TO: Mayor and City Council Members

SUBJECT: Improvement to Intersection of Maize at Westport (District V)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendations: Approve the project.

Background: The 2004-2013 Capital Improvement Program adopted by the City Council includes a project to improve the intersection of Maize at Westport. District V Advisory Board sponsored an April 12, 2004 neighborhood hearing on the project. The Board voted 6-0 to recommend approval of the project.

Analysis: The project will construct left turn lanes on Maize for north and south bound traffic at Westport. Landscaped medians will be installed on Maize. Construction is planned for this year,

Financial Considerations: The estimated project cost is \$300,000 with \$30,000 paid by the City and \$270,000 by Federal Grants administered by the Kansas Department of Transportation. The funding source for the City share is General Obligation Bonds.

Legal Considerations: The Law Department has approved the authorizing Ordinance as to legal form.

Recommendation/Actions: It is recommended that the City Council approve the project, place the Ordinance on First Reading, and authorize the signing of State/Federal agreements as required.

## ORDINANCE

AN ORDINANCE DECLARING THE INTERSECTION OF MAIZE ROAD AT WESTPORT (472-84244) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The intersection of Maize Road at Westport (472-84244) in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to the intersection of Maize Road at Westport (472-84244) in the following particulars:

The design, construction of a roadway, acquisition of right-of-way, relocation of utilities, installation of traffic signals, and landscaping, as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvements is estimated to be Three Hundred Thousand Dollars (\$300,000) exclusive of the cost of interest on borrowed money, with \$30,000 paid by the City of Wichita and \$270,000 paid by Federal Transportation Grants. Said City share, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 5. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 6. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 7. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, \_\_\_\_\_, 20\_\_\_\_.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY REBENSTORF, DIRECTOR OF LAW

**Agenda Item No. 23**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0663

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer to serve an area generally located south of 13th, west of Doris (District VI)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the Petition.

Background: The signatures on the Petition represent 4 of 5 (80%) resident owners and 67.46% of the improvement district area. District VI Advisory Board sponsored a June 6, 2005,

neighborhood hearing on the project. The Board voted 7-1 to recommend approval of the Petition.

Analysis: The project will construct a lateral sanitary sewer for a developed residential area that is currently served by private septic tank systems.

Financial Considerations: The estimated project cost is \$34,000, with total assessed to the improvement district. The method of assessment is the square foot basis. The estimated assessment to individual properties is \$00.30 per square foot of ownership.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition and adopt the Resolution.

### **Agenda Item No. 24**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0664

TO: Mayor and City Council

SUBJECT: National Incident Management System - Districts I, II, III, IV, V, VI

INITIATED BY: Police Department

AGENDA: New Business

Recommendation: Adopt the resolution.

Background: On March 1, 2004, the Department of Homeland Security issued the National Incident Management System as a result of Homeland Security Presidential Directive 5, requiring the establishment of a consistent national approach for federal, state, local, and tribal governments to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. On September 8, 2004, the Department of Homeland Security notified state governors by letter that specific steps must be taken by all levels of government to implement the National Incident Management System as a prerequisite to receiving federal preparedness grant funding beginning in fiscal year 2006. As part of the requirement, state and local government must take steps to formally recognize and adopt National Incident Management System principles.

Analysis: On April 19, 2005, Governor Kathleen Sebelius formally recognized the National Incident Management System at the state level by signing Executive Order 05-03. The

Sedgwick County Emergency Management Director has drafted a resolution for the County Commission to follow suit and formally adopt the National Incident Management System. In the past two years, the City of Wichita has received in excess of 2.1 million dollars in preparedness funding from the federal government. Future year preparedness funding is directly tied to local governments taking formal steps to adopt the National Incident Management System.

Financial Considerations: Failure to adopt the National Incident Management System as the incident management system for responding to both manmade and natural disasters will have a negative impact on the City's ability to acquire preparedness funds from the federal government.

Legal Considerations: Resolution has been reviewed as to form and content by the Law Department.

Recommendations/Actions: Adopt the resolution.

#### RESOLUTION 05-

#### A RESOLUTION ESTABLISHING THE NATIONAL INCIDENT MANAGEMENT SYSTEM, AS THE INCIDENT MANAGEMENT SYSTEM TO BE USED FOR PLANNING, RESPONDING, RECOVERY AND MITIGATION OF BOTH NATURAL AND MANMADE DISASTERS WITHIN THE CITY OF WICHITA, KANSAS

WHEREAS, the President of the United States, in Homeland Security Directive (HSPD)-5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS) that would provide a consistent nationwide approach for Federal, State, local, and tribal governments to work together more effectively and efficiently to prepare for, prevent, respond to, and recover from domestic incidents, regardless of cause, size, or complexity; and

WHEREAS, the collective input and guidance from all Federal, State, local, and tribal homeland security partners has been, and will continue to be, vital to the effective implementation and utilization of a comprehensive NIMS; and

WHEREAS, it is necessary and desirable that all Federal, State, local, and tribal emergency agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management; and

WHEREAS, HSPD-5 requires Federal departments and agencies to make adoption of the NIMS by State, tribal, and local organizations a condition for Federal preparedness assistance beginning in fiscal year 2005; and

WHEREAS, to facilitate the most efficient and effective incident management it is critical that Federal, State, local, and tribal organizations utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters; and



WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities and resources will improve Wichita's ability to utilize federal funding to enhance local readiness, maintain first responder safety, and streamline incident management processes; and

WHEREAS, the Incident Command System components of NIMS are already an integral part of various incident management activities throughout the City, including current emergency management training programs; and

WHEREAS, on April 19, 2005, the Governor of the State of Kansas, Kathleen Sebelius, signed Executive Order number 05-03 designating NIMS as the Incident Management System to be used in Kansas.

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the City of Wichita, Kansas, hereby declares the establishment of the National Incident Management System (NIMS) as the standard for incident management in Wichita, Kansas.

ADOPTED at Wichita, Kansas, July, 12, 2005.

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Carlos Mayans, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Gary E. Rebenstorf, Director of Law and City Attorney

**Agenda Item No. 25**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0665

TO: Mayor and Members of the City Council

SUBJECT: HUD Consolidated Plan - Substantial Amendment

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Authorize a 30-day public comment period and pre-award request.

**Background:** Staff has prepared a substantial amendment to create a new activity that will provide assistance to a private for-profit business in the form of a loan guaranty to support an economic development activity. Staff has also prepared a pre-award request to HUD that will allow the City of Wichita to commit Community Development Block Grant (CDBG) funds prior to the effective date of the 2006/2007 and the 2007/2008 One Year Action Plans, to guarantee a bank loan for a grocery store project to be located at 13th and Grove. The store is being developed by Community Developers of Wichita, L.L.C., a for-profit entity related to POWER CDC.

**Analysis:** The proposed CDBG substantial amendment is consistent with the 2004/2008 Consolidated Plan. The grocery store activity would advance the strategy to develop economic opportunities in low-income neighborhoods. This CDBG funding activity is eligible under CFR 570.203(b) as a special economic development activity creating jobs under CFR 570.209(b)(1)(i).

The pre-award request authorized under CFR 570.200(h) allows the City of Wichita to incur costs prior to the effective date of the grant agreements for 2006/2007 and 2007/2008.

**Financial Considerations:** The total development cost for the 13th & Grove grocery store project is estimated at \$2,070,000. The project will be funded from several sources. Commercial Federal Bank will provide a commercial loan in the amount of \$217,344; along with \$108,656 from the Wichita Biz Loan program; \$350,000 will be provided through the City's Tax Increment Financing program; and a \$750,000 HUD Economic Development Initiative Grant. If approved, a \$644,000 24-month gap loan at a rate of 1.75% plus the certificate of deposit rate, will be provided by Commercial Federal Bank. The gap loan will be guaranteed as herein proposed, by the City's Community Development Block Grant program for a period of 24 months. Community Developers of Wichita, L.L.C. will commit to repay the gap loan to Commercial Federal Bank within 24-month term and the City will commit to pay any balance at the end of the term. The City will also be required to place a \$644,000 Certificate of Deposit with Commercial Federal Bank for 24 months in case Congress does not fund the CDBG program during FFY 2007 and 2008. Upon completion of the 24-month term, the \$644,000 Certificate of Deposit plus interest earned will be returned to the City. Any amount paid from the CDBG guarantee will be secured by a property lien, subordinated to the commercial loan and the Wichita Biz Loan. If the property is sold or refinanced the unpaid balance of the commercial loan, Wichita Biz Loan and the CDBG loan will become due and payable in full at the time of the closing of the sale or refinancing.

Approximately \$350,000 will be set aside from each of the City's 2006/2007 and 2007/2008 CDBG allocations to fully guarantee the principal and interest of the Commercial Federal Bank gap loan of \$644,000 made to Community Developers of Wichita, L.L.C.

**Legal Considerations:** HUD regulations require that citizens be allowed 30 days to comment on all substantial amendments to the City's Consolidated Plan. HUD regulations also require that citizens are to be advised of the extent to which pre-award costs will affect future grants. All citizen comments received will be presented to the City Council for consideration before the amendment is adopted. HUD must be notified of approved amendments to the Consolidated Plan before they can be implemented.

Recommendation/Action: It is recommended that the City Council: 1) authorize a 30-day public comment period; 2) approve the substantial amendment subject to citizen comments received; 3) authorize staff to submit a pre-award request to HUD, and (4) authorize the transfer of the \$644,000 Certificate of Deposit.

## **Agenda Item No. 26**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0666

TO: Mayor and Members of the City Council

SUBJECT: General Obligation Bond and Note Sale

INITIATED BY: Finance Department

AGENDA: New Business

Recommendation: Approve the bids.

Background: The City is offering for sale one series of general obligation temporary notes totaling \$66,180,000 (Series 214) and two series of general obligation bonds (Series 782 and 782A) totaling \$15,420,000 for the purpose of providing permanent financing for capital improvement projects of the City.

Analysis: The proceeds from the sale of the Series 214 Temporary Improvement and Renewal Notes will be used to provide interim financing for City-at-large and improvement district projects. The proceeds from the sale of the Series 782 and 782A Bonds will be used to permanently finance neighborhood improvements located in special improvement districts.

Sealed bids will be accepted via facsimile, walk-in sealed bids or electronically through I-Deal, LLC/PARITY Electronic Bid Submission System until 10:30 a.m. CST in the Finance Conference Room, at which time the bids will be publicly opened. No bids will be accepted after the 10:30 a.m. deadline. The bids will be verified, tabulated and presented to the City Council at its earliest convenience following the tabulation of the bids. By law, the City must award the sale of the bonds and notes to the bidder whose proposed interest rates result in the lowest true interest rate.

Financial Considerations: The Series 214 Temporary Notes will mature February 9, 2006, and will be retired using cash, the proceeds of both permanent financing bonds, and renewal notes issued at that time. The Series 782 Bonds will mature serially over fifteen years and will be paid from special assessments that are levied against benefited property. The Series 782A Bonds will mature serially over twenty years and will be paid from special assessments that are levied against benefited property. The Series 782 Bonds will be callable in 2012 and the Series 778A

Bonds will be callable in 2015 with a 1% call premium, in accordance with the City's debt management policy.

Legal Considerations: Bond Counsel will review and approve the bids and the Law Department will approve the authorizing Ordinances and Resolutions which have been prepared by Bond Counsel.

Recommendation/Action: It is recommended that the City Council: (1) direct the opening and reading of the bids; (2) award the sale of the Bonds and Temporary Notes; and (3) find and declare, upon the request of the Mayor, that a public emergency exists, requiring the final passage of the Bond and Note Ordinances on the date of their introduction, adopt the Bond and Note Ordinances and Resolutions, and authorize publication of the Bond and Note Ordinances.

### **Agenda Item No. 27**

City of Wichita  
City Council Meeting  
July 12, 2005  
Agenda Report No. 05-0667

TO: Mayor and City Council Members

SUBJECT: 2006/2007 Annual Operating Budget

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Receive and file the budget.

Background: In accordance with state law, the City submits the annual budget to the State for certification of each fund on or before August 25. The City of Wichita prepares a two-year rolling budget; however, only the first year of the two is officially adopted. The City also revises the current year budget. The revenue and expenditure budgets are prepared annually for each fund, and revised for the next two calendar years. The 2006/2007 Proposed Budget revises the current year (2005), proposes a budget for the ensuing fiscal year (2006) and projects a budget for the second succeeding year (2007).

Analysis: The local operating budget totals approximately \$450 million (which does not include internal service funds, capital projects, grant funds, trust funds or interfund transfers) with a mill levy of 31.828 mills (21.828 for the General Fund and 10 for the Debt Service Fund). The 2006 Budget is balanced and does not require a mill levy rate increase for the twelfth consecutive year. Some highlights of the budget are:

- ü Does not require a mill levy increase.
- ü Continues to set aside \$1,000,000 annually for economic development incentives.
- ü An additional maintenance crew is included to enhance irrigation system maintenance.
- ü Additional funding for arts and to support cultural attractions.

- ü Security improvements to City Hall.
- ü Wireless technology enhancements for field staff.
- ü An employee and benefit package is included based on bargaining unit settlements, increased public safety pension contributions and increased health insurance.
- ü Funds 22 school resources officers, offset partially by a budgeted \$250,000 for 2005, \$284,150 for 2006 annual contribution from USD 259.
- ü Water and sewer rate increases of 6% and 7%, respectively, are projected in 2006, driven primarily by capital needs for water supply and sewage treatment improvements.

Financial Considerations: The proposed budget does not include a mill levy increase as presented.

Legal Considerations: The 2006 City Budget calendar:

- ü July 12 – Official presentation of the proposed budget to the City Council.
- ü July 19 –City Council authorization of the publication notice (after which the mill levy may decrease, but may not be increased); receive public comment.
- ü August 1 – Receive public comment.
- ü August 8 – Official public hearing; adoption of the 2006 Annual Budget.
- ü August 25 – File the certified budget for all operating funds with the County Clerk.

Recommendation/Action: It is recommended the City Council receive and file the 2006 Proposed Budget.

## **Agenda Item No. 28**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0668

TO: Mayor and City Council

SUBJECT: North Ridge Village Addition Parkland Donation (District V)

INITIATED BY: Department of Park and Recreation  
Property Management

AGENDA: New Business

Recommendation: Approve the land donation and the transfer of deeds.

Background: The property known as the North Ridge Village Addition (see attachment) is a parcel of land proposed for development located at the southwest quadrant of K-96 and Ridge Road. This tract of land has been deemed an important habitat area by the Kansas Department of Wildlife and Parks (KDWP).

The developer, Kansas Bait and Tackle, and Mr. Jac Jensik, COF, LLC, have been mandated by the KDWP to mitigate a portion of this land in perpetuity for the protection of the Eastern Spotted Skunk, a known endangered species here in the state of Kansas.

In a letter dated May 27, 2005, an area known as Reserve “D” was proposed by the developer to be deeded as a donation to the City of Wichita as a means to meet requirements by KDWP to be governed as a conservation area. It was recommended that a mutual agreement between the City of Wichita and the KDWP be met to mitigate the displacement of wildlife habitat, due to the nature of the subject development. An access easement was recommended for City use for habitat management needs. The developer wishes to deed the land to the City of Wichita as parkland.

Analysis: The area known as Reserve “D” is a 16.9-acre tract of the subject subdivision. The western portion of this property is traversed by the Big Slough and Little Slough Creeks and lies within the FEMA-defined floodway of these creeks. This particular zone of land is considered a highly valuable habitat to the Eastern Spotted Skunk.

Within the Reserve “D” area, two ponds have been proposed to provide fill soil for the development. The water features will become additional habitat for waterfowl and fish. The proposed ponds also meet the regulatory requirements of the state for groundwater protection. The area has been proposed by City staff to be managed as a “Wichita Wild” area and has received support from KDWP as a possible future fishery for area residents. The area known as Reserve “D” will be deeded to the City of Wichita and will add recreational value and opportunities for park enthusiasts. The addition of parkland addresses the strategies of the City’s Strategic Plan and Visioneering to save land around waterways for conservation and greenways.

Financial Considerations: No capital costs, as the deed will be provided to the City at no expense to us. There will be minimal operational expenditures for maintenance as a “Wichita Wild” habitat area.

Legal Considerations: The deed must be registered by the County as a parkland donation to the City with the caveat that the land be preserved in perpetuity as a conservation area. The City will be required to comply with the conditions set forth by the KDWP.

Recommendations/Actions: It is recommended that the City Council accept the land donation and authorize all necessary signatures for the deed transaction.

## **Agenda Item No. 29**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0669

TO: Mayor and City Council

SUBJECT: CUP2005-28 (Associated with ZON2005-23) – Creation of DP286 Lillie Office Park Community Unit Plan, and zone change from “SF-5” Single-family Residential to “GO” General Office. Generally located south of Maple and west of Maize Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve, subject to platting within one year and conditions (12-0).

MAPD Staff Recommendations: Approve, subject to platting within one year and conditions.

DAB Recommendations: Approve (9-0).

Background: The applicant is requesting to create the Lillie Office Park Community Unit Plan on a 17.28 acre unplatted tract located south of Maple and west of Maize Rd. The applicant also is requesting a zone change for the subject property from “SF-5” Single Family to “GO” General Office.

The subject property is currently developed with a vacant school/church building. The existing building is proposed to be razed and the site redeveloped. The character of the area is low density residential. All of the surrounding properties are zoned “SF-5” Single Family and are developed with single family residences.

The applicant proposes to develop the subject property with uses permitted in the “GO” General Office zoning district, with the exception of residential uses, cemetery, correctional placement residence, golf course, group home, recycling collection station, hotel or motel, marine facility, parking area, asphalt or concrete plant and agriculture. The subject property is proposed to be divided into six parcels, with three of the parcels containing office development and the other three parcels containing open space and drainage retention ponds. A maximum of 234,890 square feet of floor area in a maximum of 12 buildings is proposed. A maximum building height of 35 feet is proposed. One access point to Maize Road is proposed, and no access points are proposed to Hidden Valley Road. Building setbacks of 35 feet are proposed along all street right-of-way and where the subject property abuts residential properties. Signs are proposed to be permitted per the Sign Code with one 96 square foot, 16-foot high monument sign permitted for each of the three parcels along Maize Road and with additional restrictions on off-site and portable signs, sign type and sign spacing. The screening wall requirement is proposed to be waived, with screening provided by evergreen vegetation or landscaped earth berms, including a 25-foot buffer provided along the north, west and south property lines to protect existing trees. Landscaping is proposed per the Landscape Ordinance, with the addition that landscaped street yards and parking lot screening and landscaping will be provided along the interior street. Light poles are proposed to be limited to 24 feet in height. Buildings are proposed to share a uniform residential architectural character with predominate exterior materials of brick, stone or stucco and building roofs that are compatible with typical residential construction.

Analysis: District Advisory Board V reviewed this request on June 6, 2005. Area residents reported concerns with: drainage, preservation of existing tree rows, size of setbacks, access and

traffic impacts. DAB V recommended approval (9-0) subject to staff recommended conditions, and that they be given an opportunity to review the drainage plan and traffic improvements. The review is scheduled for July 11, 2005.

The Metropolitan Area Planning Commission (MAPC) reviewed the application on June 9, 2005, and recommended approval subject to the conditions contained in the staff report. No one was present to speak for or against the application other than the applicant.

Protest petitions equaling 55.15 percent have been submitted, triggering a three-fourths majority vote by the governing body to approve the request.

Financial Considerations: None.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change and CUP subject to the conditions of platting within one year, and the recommended conditions; instruct the Planning Department to forward the ordinance for first reading when the plat has been recorded with the Register of Deeds; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

### **Agenda Item No. 30**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0670

TO: Mayor and City Council

SUBJECT: ZON2005-00020 – Zone change from “SF-5” Single-family Residential to “GC” General Commercial. Generally located west of Sheridan and south of Maple Street. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, subject to staff recommended Protective Overlay #157, (11-0).



MAPD Staff Recommendations: Approve, subject to recommended Protective Overlay #157.

DAB Recommendations: Approve, subject to recommended Protective Overlay #157, (8-0).

Background: The applicant requests "GC" General Commercial zoning on a 0.5-acre site, currently zoned SF-5 Single-family. The proposed use is parking for an existing machine shop company, located south of Maple and west of All Hallows. The machine shop on the parcel north and west of the site was rezoned to GC in 1998; that rezoning resolved a non-conforming use and allowed for expansion of the machine shop. The current application area is developed with a single-family residence, the lot is larger than most surrounding residential lots. Northwest of the site, at the Maple/All Hallows intersection is an LC zoned automobile service garage. Further north, across Maple, is an SF-5 zoned middle school. South and east of the site are SF-5 zoned single-family residences.

Analysis: At its regular meeting on June 9, 2005, the Wichita-Sedgwick County Metropolitan Area Planning Commission considered and approved this request subject to the staff recommended Protective Overlay (PO). One residential neighbor spoke in opposition to this request. District Advisory Board (DAB) IV heard this request at their regular meeting on June 1, 2005. Residential neighbors from three surrounding properties expressed concerns about industrial traffic in the alley at this location. The DAB voted to approve the request, subject to the staff recommended Protective Overlay, plus a provision added to the PO requiring vacation of the alley.

Financial Considerations: None.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council

1. Concur with the findings of the MAPC and approve the zone change, subject to PO #157, and approve the first reading of the ordinance establishing the zone change, or;
2. Return the application to MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the members of the governing body on the first hearing.)

### **Agenda Item No. 31**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0671

TO: Mayor and City Council

SUBJECT: ZON2005-00017 – Zone change from “SF-5” Single-family Residential to “LC” Limited Commercial. Generally located south of Harry and east of Webb. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, subject to staff recommendations (11-0).

MAPD Staff Recommendations: Approve, subject to platting within one year, dedication of 20 feet of right-of-way on Harry and dedication of access control on Harry, except for one opening.

DAB Recommendations: NA

Background: The applicant requests “LC” Limited Commercial zoning on an unplatted 2.4-acre site, currently zoned “SF-5” Single-Family Residential, for a retail development. The application area is south of Harry and west of Webb Road, and is currently developed with a vacant single-family residence.

Analysis: At its regular meeting on June 9, 2005, the Wichita-Sedgwick County Metropolitan Area Planning Commission considered and approved this request. No members of the public spoke at that hearing on this request.

Financial Considerations: None.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council

1. Adopt the findings of the MAPC and approve the zone change subject to the condition of platting within one year, subject to dedication of 20 feet of right-of-way on Harry, and subject to dedication of access control on Harry, except for one opening; instruct the Planning Department to forward the ordinance for first reading when the plat is forwarded to the City Council; or
2. Return the application to MAPC for reconsideration.

(An override of the Planning Commission’s recommendation requires a two-thirds majority vote of the members of the governing body on the first hearing.)

### **Agenda Item No. 32**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0672

TO: Mayor and City Council

SUBJECT: ZON2005-00022 – Zone change from “TF-3” Two-family Residential to “GO” General Office. Generally located south of Waterman and west of Hillside. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, subject to staff recommendations (10-1).

MAPD Staff Recommendations: Approve, subject to replatting within one year.

DAB Recommendations: Not applicable.

Background: The applicant requests a zone change from “TF-3” Two Family to “GO” General Office on a 0.15-acre platted tract located south of Waterman and west of Hillside. The subject property is two platted lots and is developed with a single family residence. The applicant intends to convert the existing structure to an insurance office. The requested “GO” General Office zoning district will permit the proposed use of the subject property.

The surrounding area is characterized by primarily office uses along Hillside, with residential uses located on the interior properties beyond the Hillside frontage. Since the 1970s, most residential properties along the Hillside frontage between Douglas and Kellogg have been rezoned and replatted to transition from residential to non-residential uses. The properties to the north, south, and east are zoned “GO” General Office and are developed with office uses. The properties to the west are zoned “TF-3” Two Family and are developed with single family residences.

Analysis: The Metropolitan Area Planning Commission (MAPC) recommended approval subject to replatting. No neighboring property owners were present to speak about the case, and no protests have been received.

Financial Considerations: None.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change subject to replatting within one year; instruct the Planning Department to forward the ordinance for first reading when the plat has been recorded with the register of Deeds; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

### **Agenda Item No. 33**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0673

TO: Mayor and City Council

SUBJECT: CUP2005-22 Associated with (ZON2005-21) – Creation of DP285 Harbor Isle South Commercial Community Unit Plan; and Zone change to “SF-5” Single-family Residential, “NR” Neighborhood Retail and “LC” Limited Commercial. Generally located east of Meridian from 42nd Street North to 45th Street North. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, subject to staff recommendations, vote (11-0).

MAPD Staff Recommendations: Approve, subject to platting within one year and conditions.

DAB Recommendations: Approve zone change request and the community unit plan based on the staff recommendations including a guarantee of a deceleration lane on Meridian, vote (7-1).

Background: The applicant proposes to create a commercial Community Unit Plan containing approximately 11 acres along the east side of Meridian from 42nd Street North to 45th Street North. The CUP would consist of two distinct parcels separated by a reserve area for residential development to the east. An area currently zoned “LC” would be rezoned “NR” Neighborhood Retail (Parcel 1) and “SF-5” Single-family Residential (area not included within the CUP). Parcel 2 would be rezoned from “SF-5” to “LC”.

Parcel 1 (3.71 acres) would allow all uses allowed in the “NR” zoning district, including a community activity center, but excepting day care center, recycling collection station, asphalt or concrete plant, golf course or any conditional use. Parcel 2 (7.65 acres), would allow “LC” uses except cemetery, correctional placement residence, golf course, recycling collection station, car wash, construction sales and service, any industrial use, any agricultural use, theaters, bowling alleys, taverns and drinking establishments and conditional uses unless allowed by separate CUP amendment. No single use could be greater than 12,000 square feet except a grocery store or drug store. Restaurants can serve liquor only if food is the primary service and drive-through windows within 200 feet of residential lots are prohibited. No auto-serving uses (including

vehicle repair, service, car washes permitted, and no overhead doors) would be permitted within 150 feet of residential zoning.

Requested ground signage is monument signage 150 sq. ft. in size, 20 feet height and spaced 150 feet apart, oriented to Meridian. Wall signs would be oriented to Meridian and limited to 50 sq. ft. in size per individual sign. No off-site or portable signs allowed.

Setbacks are 20 feet on the perimeter of the property. This requires affirmative approval by the governing body since it is below the standard CUP minimum setback of 35 feet. Similarly, screening walls are not shown on the perimeters of the commercial tracts. Maximum building coverage is 30%, floor area ratio is 0.35 and maximum building height is 35 feet. Three buildings would be permitted on Parcel 1 and five on Parcel 2. Buildings would share uniform architectural character; light poles would be similar or consistent and limited to 24 feet in height. The CUP requires a pedestrian plan connecting the buildings with 45th Street North and Meridian, internal cross-lot circulation and site plan approval of internal circulation.

The surrounding area is primarily single-family residential development on lots oriented to lakes. The proposed CUP would adjoin a residential development with potential for zero-lot setbacks on one side of the dwellings. A church is located west of Meridian on "LC" property and the property to the south of the church is zoned "SF-5" but approved for a CUP with "LC" zoning, pending plat completion. A fire station and a church are located to the west and southwest. The property due south is zoned "MF-18" Multi-family Residential and is undeveloped. The property to the north is zoned "SF-5" and developed as Harbor Isle.

Analysis: At the District VI Advisory Board meeting held June 6, 2005, DAB VI voted (7-1) to approve subject to staff recommendations, with the clarification that the traffic improvement to be required was a deceleration lane rather than a center turn lane. One DAB member expressed concerns about the reduced setbacks of 20 feet shown on the CUP. Staff discussed that the 35-foot CUP setback can be waived if it furthers the objectives of the comprehensive plan and good planning principles and the governing body includes findings to support this decision. Staff discussed that the 20-foot setback would be appropriate along Meridian and interior property lines when building elevation façades are not treated as the rear of the buildings or do not include outdoor work or storage areas, and that narrower setbacks encourage the buildings to be nearer to the street, which enhances the visual appearance, encourages the setback to be used for landscaping purposes, reduces the amount of parking lot area located between the street and buildings, and encourages pedestrian activity.

1. At the MAPC meeting held June 9, 2005, a memo supplementing the original staff report was provided. The memo included the accel/decel lane per plat requirements in place of a center turn lane, eliminated the request for narrower setbacks on the east property line adjacent to residential zoning, and clarified requirements for landscaping and screening to accommodate flexible screening rather than mandatory solid masonry wall as normally required by a CUP. Reasons to allow waivers setback and screening requirements were included in the findings. Adopt the findings of the MAPC and approve the zone change and CUP subject to the condition of platting within two years and the recommended conditions; instruct the Planning Department to forward the ordinance for first reading when the plat has been recorded with the Register of Deeds; or

2. Return the application to the MAPC for reconsideration  
MAPC voted (11-0) that the CUP be APPROVED subject to platting within one year and subject to the following conditions:

A. APPROVE the zone change (ZON2005-00021) subject to platting of the entire property within one year;

B. APPROVE the Community Unit Plan (DP-285), subject to the following conditions:

1. Add General Provision 14: Landscaping and screening for the site shall be required as follows:

A. Landscaped street yards, buffers, and parking lot landscaping and parking lot screening – shall be in accordance with the City of Wichita Landscape Ordinance.

B. A landscape plan shall be prepared by a Kansas Landscape Architect for the above referenced landscaping, indicating the type, location, and specifications of all plant material. This plan shall be submitted to the Metropolitan Area Planning Department for review and approval prior to issuance of any building permit(s).

C. A financial guarantee for the plant material approved on the landscape plan for that portion of the CUP being developed shall be required prior to issuance of any occupancy permit if the required landscaping has not be planted.

D. Screening shall be provided by (1) a solid masonry screening wall per UZC Art. III, Sec. III-C.2.b(2)(d), or (2) a berm six feet in height, or (3) landscaping provided at a rate of 1.5 times Landscape Ordinance requirements with at least 1/3 of the plant materials being evergreen, or (4) a combination of (1), (2) or (3); provided that said screening complies with the requirements of General Provision #13; or unless if the elevation facing the residential zoning district is designed as a front building façade, then a landscaped street yard requirement shall be substituted for the screening requirements of General Provision 14.D.

2. Setbacks shall be 35 feet along the east property lines.

3. Add to General Provision 8: “and pedestrian connections between buildings within the parcels and to the arterial sidewalk and, if desired, the adjoining reserves.”

4. A guarantee for a accel/decel lane shall be provided at time of platting.

5. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.

6. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.

7. All property included within this CUP and zone case shall be platted within one year after approval of this CUP by the Governing Body, or the cases shall be considered denied and closed. The resolution establishing the zone change shall not be published until the plat has been recorded with the Register of Deeds.

8. Prior to publishing the resolution establishing the zone change, the applicant(s) shall record a document with the Register of Deeds indicating that this tract (referenced as DP-285) includes special conditions for development on this property.

9. The applicant shall submit 4 revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

Financial Considerations: None.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

2. Adopt the findings of the MAPC and approve the zone change and CUP subject to the condition of platting within one year and the recommended conditions; instruct the Planning Department to forward the ordinance for first reading when the plat has been recorded with the Register of Deeds; or

2. Return the application to the MAPC for reconsideration

**Agenda Item No. 34**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0674

TO: Mayor and City Council

SUBJECT: ZON2005-00012 – Zone change from “SF-5” Single-family Residential to “TF-3” Two-family Residential with a Protective Overlay to address height and architectural character. Generally located at the northeast corner of Westfield and Dubon Avenue. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approved (10-3).

MAPD Staff Recommendations: Denied.

DAB Recommendations: Approved (9-0).

Background: The applicant is seeking TF-3 Two-family Residential zoning for a 0.48-acre platted vacant lot located at the northeast corner of Dubon and Westfield. The lot is currently

zoned SF-5 Single-family residential, and is triangular in shape. The applicant proposed to develop the site for duplex uses. The Unified Zoning Code (UZC) defines a duplex as a lot used for "...two principal dwelling units within a single building." The code permits building heights up to 35 feet in TF-3, which is the same maximum height allowed in the SF-5 district. If the request were to be approved, the existing single platted lot would allow only one duplex structure with two living units or one single-family structure (permitted by right as TF-3 residential uses); however, it is possible to replat or lot split the existing 0.48-acre lot into smaller lots that could allow more than one structure. Even as currently zoned, the lot could be lot split into more than one single-family lot.

The lots to the east, north and west are all zoned SF-5 Single-family and developed with single-family residences on approximately half-acre lots. These homes appear to be well maintained. The lots located south of Dubon are zoned LC Limited Commercial and GC General Commercial and are vacant.

Analysis: The MAPC heard the case on April 28, 2005, and by a vote of 10-3 recommended approval. Citizens were present to speak in opposition. They cited concerns over: building height; the lack of a screening wall between the neighborhood and the commercial property located south of Dubon; impact the project will have on property values due to the increased density of the project; lack of architectural specificity regarding the project; and the introduction of duplex units in a totally single-family neighborhood.

District Advisory Board V first reviewed this request on May 2, 2005. At least one citizen was present who spoke in opposition, citing the need to maintain the single-family character of the area, and the desire for any buildings built on the site to fit in with the neighborhood's existing architectural styles and heights. DAB members voted to defer action on the case, and directed the applicant to consider a Protective Overlay (PO) to address neighborhood concerns. The applicant met with staff and developed a Protective Overlay that requires: All duplex buildings shall share similar architectural character, color, texture and materials as those already existing in the neighborhood (e.g. ranch or split level, gable or hip roof and wood or brick siding). Building height shall be limited to 25 feet. Prior to construction, the applicant shall obtain an approval letter from the Director of Planning stating that the proposed construction complies with the above stated conditions.

At the District Advisory Board meeting of June 6, 2005, the applicant agreed to the Protective Overlay, and the DAB recommended approval 9-0. Since the DAB meeting occurred after the MAPC meeting, the Protective Overlay was not presented to the MAPC, so they have not made a recommendation regarding the PO.

Protests were filed by two property owners. One was filed after the end of the 14-day time period and the other property was located beyond the 200-foot protest distance.

Financial Considerations: None

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:



1. Adopt the findings of the MAPC and approve the zone change, subject to Protective Overlay 158, and approve the first reading of the ordinance establishing the zone change; or
2. Return the application to MAPC for consideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the members of the governing body on the first hearing.)

### **Agenda Item No. 35**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0675

TO: Mayor and City Council Members

SUBJECT: ZON2000-00045 – Extension of time to complete the platting requirement for a zone change from “SF-5” Single-Family Residential to “LC” Limited Commercial. Generally located south of Central and west of Tyler. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve two-year extension of time to complete platting.

Background: On November 14, 2000, the City Council approved a zone change request from “SF-5” Single-Family Residential to “LC” Limited Commercial on property located south of Central and west of Tyler. Approval of the zone change request was subject to the condition of platting the property within one year. Three platting extensions have been granted, as the applicant has proposed not to plat the property until there is a contract to sell the property. The latest extended platting deadline was May 14, 2005. The applicant indicates in the attached letter from their agent that additional time is needed to plat the property, as it has not been sold. Therefore, the applicant has requested an additional two-year extension of time to complete platting. Such an extension of time to complete platting requires City Council approval.

Analysis: Staff recommends that a two-year extension of time to complete platting requirements be granted to May 14, 2007. The City Council may deny the request for an extension of time to complete platting. Denying the extension would declare the zone change null and void and would require reapplication and rehearing if the property owner still desired a zone change.

Financial Considerations: None.

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendations/Actions: Approve a two-year extension of time to complete platting to May 14, 2007.

### **Agenda Item No. 36**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0676

TO: Mayor and City Council Members

SUBJECT: SUB 2004-56 -- Plat of Windridge Court, Located on the East Side of Ridge Road and South of MacArthur.

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (13-0)

Background: This unplatted site, consisting of 12 lots on 10 acres, is located in the County within three miles of Wichita's city limits. The site is zoned SF-20, Single-Family Residential District.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for future sewer and water line, sanitary sewer and street improvements. County Code Enforcement has approved on-site sewerage and water well facilities. A Restrictive Covenant was provided tying pairs of lots together, limiting each building site to one dwelling unit until the property is annexed and municipal water and sanitary sewer services become available. Since this site is within the noise impact area of Wichita Mid-Continent Airport, an Avigational Easement and Restrictive Covenant have been submitted. Private Protective Covenants and Restrictions have also been submitted.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Legal Considerations: The Certificate of Petitions, Restrictive Covenants, and Avigational Easement will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

### **Agenda Item No. 37**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0677

TO: Mayor and City Council Members

SUBJECT: SUB 2005-43 -- Plat of Prairie Point Second Addition, Located North of 37th Street North and West of Maize Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

Background: This site, consisting of 12 lots on 3.92 acres, is a replat of 13 lots in Prairie Pointe Addition. The site is located within Wichita's city limits and is zoned SF-5, Single-family Residential District.

Analysis: Petitions, all 100 percent, and a Certificate of Petitions have been submitted for paving, drainage, sidewalks, sanitary sewer, water distribution and paving improvements. Since this is a replat of a portion of the Prairie Pointe Addition, a Restrictive Covenant was submitted to provide for the continued sharing in the ownership and maintenance responsibilities of the previously platted reserves and parking strip.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within thirty (30) days.

Legal Considerations: The Certificate of Petitions and Restrictive Covenant will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the plat, authorize the necessary signatures and adopt the Resolutions.

### **Agenda Item No. 38**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0678

TO: Mayor and City Council Members

SUBJECT: SUB 2005-44 -- Plat of Home Bank and Trust Addition, Located on the Northwest Corner of 13th Street North and Greenwich Road. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

Background: This unplatted site, consisting of two lots on 1.1 acres, is located within Wichita's city limits and is zoned LC, Limited Commercial District.

Analysis: A Petition, 100 percent, and a Certificate of Petition have been submitted for sanitary sewer improvements. City water services are available to serve the site.

In order to guarantee the closure of any driveway openings located in areas of complete access control or that exceed the number of allowed openings, a Driveway Approach Certificate has been submitted. As requested by Traffic Engineering, a Cross-lot Access Agreement was submitted.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Legal Considerations: The Certificate of Petition, Driveway Approach Closure Certificate and Joint Access Agreement will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolution.

**Agenda Item No. 39**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0679

TO: Mayor and City Council

SUBJECT: VAC2004-00007 Request to vacate a portion of platted street right-of-way, generally located southwest of Harry Street and West Street. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (Unanimously).

Background: The applicant is requesting consideration to vacate the west 145-feet by 80-feet of the Bounous Street right-of-way (ROW) as dedicated in the Burnham Industrial Addition, located west of the Bounous Street and Nevada Street intersection. Bounous Street currently dead-ends into Lot 1, Sherwood Industrial Park III Addition (the applicant's property). There are no sewer lines or manholes in this portion of the Bounous Street ROW, but there is a water line. Westar has utilities in this portion of the ROW. The applicant owns the three abutting properties. The Burnham Industrial Addition was recorded on February 1, 1960. The Sherwood Industrial Park III addition was recorded on September 15, 1987.

Analysis: The MAPC voted (9-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: None.

Legal Considerations: A certified copy of the Vacation Order, dedication of a utility easement and a restrictive covenant will be recorded with the Register of Deeds. Access for the Fire Department and all utilities must be provided.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

### **Agenda Item No. 40**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0680

TO: Mayor and City Council

SUBJECT: VAC2005-00014 Request to vacate a portion of a platted setback, generally located on the north side of Douglas Avenue midway between Rock Road and Webb Road. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (Unanimously).

Background: The applicant, Hillside Christian Church, proposes to vacate a portion of the north 10-feet of the platted 30-foot front setback to construct a porte cochere. This will provide a roof projecting over the church driveway, in front of the entrance to the church, sheltering members getting in and out their vehicles as they leave or arrive at the church. The Unified Zoning Code's front setback for the "SF-5" zoning district is 25-feet. If the front setback was not platted, the applicant could have applied for an Administrative Adjustment that would allow the setback to be reduced by 20%, i.e. reducing it to 20-feet. There is a single-family residence abutting the east side of the site, which has a platted 15-foot street side yard set back. There is an approximately 270-foot wide drainage easement west of the site. There are no platted easements, franchised utilities, sewer manholes, sewer or water lines within the platted setback. The Brookhollow Fourth Addition was recorded with the Register of Deeds on October 6, 1975.

Analysis: The MAPC voted (13-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: None.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

### **Agenda Item No. 41**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0681

TO: Wichita Housing Authority Board Members

SUBJECT: Section 8 Administrative Plan Revision

INITIATED BY: Housing and Community Services Department

AGENDA: Housing Authority (consent)

Recommendation: Review and approve the Section 8 Administrative Plan revisions for the Section 8 Housing Choice Voucher Homeownership Program.

Background: The Governing Board of the Housing Authority must approve revisions to the Section 8 Administrative Plan before changes can be implemented. The revisions to the existing plan are requested in order to modify eligibility requirement for the Section 8 Housing Choice Voucher Homeownership Program. Attached is the revised page.

Analysis: Changes to the Section 8 Administrative Plan include eligibility requirements for the Section 8 Housing Choice Voucher Homeownership Program. The revisions include a requirement that Section 8 clients must participate in the Section 8 Family Self Sufficiency Program to be eligible for the Section 8 Housing Choice Voucher Homeownership Program. The Homeownership program allows Section 8 clients to utilize their rental assistance voucher for mortgage assistance toward purchasing a home.

Financial Considerations: None.

Legal Considerations: Amendments are required or permitted in accordance to Rules and Regulations for Administration of Section 8 Housing Choice Voucher Homeownership Program.

Recommendations/Actions: It is recommended that the Housing Authority Board review and approve the revisions to the Section 8 Administrative Plan for the Section 8 Housing Choice Voucher Homeownership Program.

### **Agenda Item No. 42**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0682

TO: Wichita Airport Authority

SUBJECT: Street Side Pavement Rehabilitation- Mid-Continent Drive  
Wichita Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the project.

Background: The 2005 Capital Improvement Program (CIP) includes the rehabilitation of street side pavement.

Analysis: In order to address deteriorated pavement, Mid-Continent Drive been identified as needing rehabilitation.

Financial Considerations: The project is estimated to cost \$115,000 which will be funded with General Obligation Bonds paid with airport revenue.

Legal Considerations: The Law Department has approved the Authorizing Resolution as to legal form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the project, adopt the resolution and authorize the necessary signatures.

OCA = 500496; UC1 = 1004

(Published in the Wichita Eagle on \_\_\_\_\_, \_\_\_\_\_.)

RESOLUTION NO. \_\_\_\_\_

AN RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport and

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of certain capital improvements, specifically, Street Side Pavement (Mid-Continent Drive) to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas.

SECTION 2. That the cost of the above described improvements is estimated to be One Hundred Fifteen Thousand Dollars (\$115,000), exclusive of the cost of interest on borrowed money, paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost, shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas.

SECTION 3. That the above described improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and



Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

SECTION 4. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, \_\_\_\_\_, \_\_\_\_\_.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

**Agenda Item No. 43**

City of Wichita  
City Council Meeting  
July 12, 2005

Agenda Report No. 05-0683

TO: Wichita Airport Authority

SUBJECT: Taxiways "L", "L-1", Compass Pad and Apron Construction  
Extension of Taxiway "H" and "H-1"  
Wichita Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the capital project budget adjustment and grant application.

Background: The Wichita Airport Authority approved two projects for airfield pavement construction. Taxiway "L" Construction, Taxiway "J" Widening, Compass Rose Construction and related improvements were approved on October 21, 2003. Taxiway "H", "H-1" and related improvements were approved on September 14, 2004. Professional Engineering Consultants was selected to provide engineering services for both projects.

Analysis: Since the original project approvals in 2003 and 2004, several factors have developed which mandate increasing the programs' dollar amounts. These factors include:

- Completion of a new airport master plan that recommends additional improvements;
- Combining Learjet existing taxiway infrastructure with other improvements committed by the City for job retention;
- Re-packaging and combining all improvements in a manner that enhances eligibility for FAA funding;
- Practicing new development strategies that make airport land better prepared to accommodate new tenant opportunities; and
- Incorporated an existing tenant's improvements into projects as reimbursables so they can capitalize on economies of scale.

Subsequently, the program amount had to be adjusted to take these factors into consideration.

Financial Considerations: The combined projects' total approved budget is \$2,800,000. It is now requested the projects be combined as one budget and an additional \$4,050,000 be approved for a total budget of \$6,850,000. Even with this increase in project amount, the Airport's actual financial obligation has been reduced by re-defining the project and increasing federal eligibility. Funds are identified in the Capital Improvement Program (CIP) for airfield pavement. A grant application will be prepared and submitted to the Federal Aviation Administration (FAA). An FAA grant, Passenger Facility Charges, and General Obligation bonds paid for with airport revenue will be used to fund the project. Any portion determined ineligible by the FAA would be funded with airport revenue and General Obligation bonds paid for with airport revenue. The airport tenant component will be 100% reimbursed by the tenant.

Legal Considerations: The Law Department has approved the Authorizing Resolution as to legal form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the capital project budget adjustment, adopt the resolution, approve the submittal of a grant application and receipt of funds, and authorize the necessary signatures once FAA approval and funding is established.

OCA = 501320; UC1 = 1001

(Published in the Wichita Eagle on \_\_\_\_\_, \_\_\_\_\_.)

RESOLUTION NO. \_\_\_\_\_

AN RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport and

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of certain capital improvements, specifically, Airfield Pavement (Taxiway "H", "H-1", "L". "L-1" , apron reconstruction and compass rose construction) to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas.

SECTION 2. That the cost of the above described improvements is estimated to be Six Million Eight Hundred Fifty Thousand Dollars (\$6,850,000), exclusive of the cost of interest on borrowed money, paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost, shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas.

SECTION 3. That the above described improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

SECTION 4. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, \_\_\_\_\_, \_\_\_\_\_.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

